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सं० 45]

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No. 45]

NEW DELHI, SATURDAY, NOVEMBER 5, 1983/KARTIKA 14, 1905

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय
(विधि कार्य विभाग)

नई दिल्ली, 12 अक्टूबर, 1983

सूचना

का० आ० 4053.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सगामेश्वर, म०न० 4-3/137, गंगावती, जि० रायचूर (कर्नाटका) द्वारा उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया जा रहा है कि उसे नोटरी व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं० 5(81)/83-न्या०]
एम० गुप्ता, सक्षम प्राधिकारी

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS
(Department of Legal Affairs)

New Delhi, the 12th October, 1983

NOTICE

S.O. 4053.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Sangameshwar, Advocate, H. No. 4-3/137, Bus Stand Road, Gangawathi, Distt. Raichur (Karnataka) for appointment as a Notary to practise in Gangawathi.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5 (81)/83-J]

S. GUPTA, Competent Authority.

गृह मंत्रालय

(कार्मिक और प्रशासनिक सुधार विभाग)

नई दिल्ली, 10 अक्टूबर, 1983

का०आ० 4054.—केंद्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए श्री एम० रामकृष्ण अधिवक्ता को, विशेष न्यायाधीश के न्यायालय विशाखापट्टनम में, मैसर्स सेताराम राजत, संगम सिटीकेट,

उपमगलुरु के प्रबन्धन और अन्य के विरुद्ध विशाखापट्टनम शाखा के अ.र.सी० 25/79, 26/79, 27/79 और 7/80 में राज्य की ओर से उपस्थित होने और अभियोजन के संचालन के लिये विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/25/82-ए०सी०-डी०-II]

MINISTRY OF HOME AFFAIRS

(Department of Personnel and Admn. Reforms)

New Delhi, the 10th October, 1983

S.O. 4054.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri M. Ramakrishna, Advocate, as a Special Public Prosecutor to appear and conduct prosecution on behalf of the State in the Court of Special Judge, Visakhapatnam, in R.Cs 25/79, 26/79, 27/79 and 7180 of Visakhapatnam Branch, against management of M/s. Setharama Routa, Sangham Syndicates, Uppamagaluru and others.

[No. 225/25/82-AVD. II]

नई दिल्ली, 17 अक्टूबर, 1983

का०आ० 4055.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए श्री एम०बी० कुरुप, अधिवक्ता, एर्नाकुलम को, केरल में अपील और पुनरीक्षण, न्यायालयों में सै० निमास एक्सपोर्ट्स, कोचीन और तीन अन्य के विरुद्ध नियमित मामला सं० 9/ई/77-मद्रास के अभियोजन के संचालन के लिये विशेष लोक अभियोजक नियुक्त करती है।

[सं० 228/65/80-ए०सी०-डी०-II]

एच०के० वर्मा, अवर सचिव

New Delhi, the 17th October, 1983

S.O. 4055.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure 1973 (2 of 1974), the Central Government hereby appoints Shri M. B. Kurup, Advocate, Ernakulam, as a Special Public Prosecutor for conducting the prosecution of Regular Case No. 9/E/77-Madras against M/s. Nimas Exports, Cochin and three others in the Appellate and Revisional Courts in Kerala.

[No. 228/65/80-AVD.II]

H. K. VFRMA, Under Secy.

वित्त मंत्रालय

केन्द्रीय उत्पाद-शुल्क तथा सीमा-शुल्क बोर्ड

नई दिल्ली, 5 नवम्बर, 1983

सं० 292/83-सीमा-शुल्क

का. आ. 4056.—केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड, सीमा-शुल्क अधिनियम, 1962 (1962 का. 52) की धारा 9 द्वारा दत्त शक्तियों का प्रयोग करते हुए, मध्य प्रदेश में शाजापुर जिले में गवसी को भाण्डागार स्टेशन के रूप में घोषित करना है।

[फा. सं. 473/133/83-सी. श. -7]

आनन्द छाबड़ा, सचिव,

केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड।

MINISTRY OF FINANCE

CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 5th November, 1983

NOTIFICATION

No. 292/83-CUSTOMS

S.O. 4056.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central

Board of Excise and Customs hereby declares Maksi in Shajapur District in the State of Madhya Pradesh to be a warehousing station.

[F. No. 473/133/83-Cus. VII]

A. K. CHHABRA, Secy.

Central Board of Excise and Customs.

(राजस्व विभाग)

नई दिल्ली, 7 अप्रैल, 1982

(आयकर)

का०आ० 4057.—इस कार्यालय की दिनांक 1 अप्रैल, 1981 की अधिसूचना सं० 3927 (फा० सं० 203/36/81-आ० क० नि०-ii) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उप-धारा (1) के खण्ड (2) के प्रयोजनों के लिए अन्य प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् —

1. यह कि उक्त सोसाइटी, आयुर्विज्ञान अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक् लेखा रखेगा।
2. यह कि उक्त सोसाइटी अपने वैज्ञानिक अनुसंधान संबंधी श्रियाकलापों की वार्षिक विवरणी, परिषद को प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।
3. यह कि उक्त सोसाइटी अपनी संग्रहित वार्षिक लेखों के विवरण-पत्र की एक प्रति प्रतिवर्ष 31 मई तक परिषद को प्रस्तुत करेगी तथा एक प्रति संबंधित आयकर आयुक्त को भेजेगी।

संस्था

आल इंडिया इस्टीट्यूट आफ फिजिकल मेडिसिन एंड रीहैबिलिटेशन सोसाइटी फार प्रोमोशन आफ मेडिकल रिसर्च, बम्बई।

यह अधिसूचना 20-12-1981 से 19-12-1983 तक दो वर्ष की अवधि के लिए प्रभावी है।

[सं० 4562 (फा० सं० 203/37/82-आ० क० नि० ii)]

(Department of Revenue)

New Delhi, the 7th April, 1982

INCOME-TAX

S.O. 4057.—In continuation of this Department's Notification No. 3927 (F. No. 203/36/81-ITA. II) dated 1st April 1981, it is hereby notified for general information that the institution mentioned below has been approved by Indian Council of Medical Research, New Delhi, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6(ii) of the Income-tax Rules, 1962 under the category of "Scientific Research Association" in the field of Medical Research subject to the following conditions :—

- (i) That the Society will maintain a separate account of the sums received by it for medical research.
- (ii) That the Society will furnish annual returns of its scientific research activities to the Council by 31st May each year at the latest in such form as may be laid down and intimated to them for this purpose.
- (iii) That the Society will furnish an annual audited statement of accounts to the Council by 31st May, each year and in addition send a copy of it to the concerned Income-tax Commissioner.

INSTITUTION

All India Institute of Physical Medicine and Rehabilitation Society for Promotion of Medical Research, Bombay.

The notification is effective for a period of two years from 20-12-1981 to 19-12-1983.

[No. 4562 (F. No. 203/37/82-ITA. II)]

नई दिल्ली, 13 जुलाई, 1982

आयकर

का० आ० 4058.—इस कार्यालय की दिनांक 26-5-1980 की अधिसूचना सं० 3414 (फा० सं० 203/102/79-आ० क० नि०-II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उप-धारा (1) के खंड (2) के प्रयोजनों के लिए अन्य प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

1. यह कि सड़क परिवहन संस्थान, मद्रास, कृषि/पशु-पालन/मत्स्य उद्योग तथा दवाइयों से भिन्न प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
2. यह कि उक्त संस्था अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे प्रारूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।
3. यह कि उक्त संस्था अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तिया, देनदारियां दर्शाते हुए तुलन-पत्रों की एक-एक प्रति, प्रतिवर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में वे प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

सड़क परिवहन संस्थान, मद्रास

यह अधिसूचना 9-4-82 से 8-4-1985 तक की अवधि के लिए प्रभावी है।

[सं० 4801 (फा० सं० 203/49/82-आ० क० नि०-II)]

New Delhi, the 13th July, 1982

INCOME-TAX

S.O. 4058.—In continuation of this Office Notification No. 3414 (F. No. 203/102/79-ITA.II) dated 26-5-1980, it is hereby notified for general information that the institution mentioned below has been approved by Department of Science & Technology, New Delhi, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1982 under the category "Association" in the area of other natural and applied sciences subject to the following conditions :—

- (i) That the Institute of Road Transport Madras, will maintain a separate account of the sums received by it for scientific research in the field of natural and applied sciences other than Agricultural Animal husbandry/Fisheries and medicines;
- (ii) That the said Institution will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institution will submit to the prescribed Authority 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance-sheet showing its assets, liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

Institute of Road Transport, Madras.

This notification is effective for a period of three years from 9-4-82 to 8-4-85.

[No. 4801 (F. No. 203/49/82-ITA. II)]

आयकर

का० आ० 4059 —इस कार्यालय की दिनांक 23-11-1978 की अधिसूचना सं० 2593 (फा० सं० 203/164/78-आ० क० नि० II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उप-धारा (1) के खंड (2) के प्रयोजनों के लिए अन्य प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

1. यह कि सोसाइटी आयुर्विज्ञान अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
2. यह कि उक्त सोसाइटी अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, परिपद को प्रति वर्ष 31 मई तक ऐसे प्रारूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।
3. यह कि उक्त सोसाइटी संपरीक्षित वार्षिक लेखों के विवरण-पत्र की एक-एक प्रति, प्रतिवर्ष परिपद को 31 मई तक प्रस्तुत करेगी तथा इसके अलावा एक प्रति संबंधित आयकर आयुक्त को भेजेगी।

संस्था

वि सोसाइटी फार प्रीवेंशन आफ हार्ट डिजीज एंड रिहैबिलिटेशन, बम्बई।

यह अधिसूचना 18-9-1980 से 17-9-1983 तक की अवधि के लिए प्रभावी है।

[सं० 4802 (फा० सं० 203/126/82-आ० क० नि० II)]

INCOME-TAX

S.O. 4059.—In continuation of this Department's Notification No. 2593 (F. No. 203/164/78-ITA, II) dated 23-11-1978, it is hereby notified for general information that the institution mentioned below has been approved by Indian Council of Medical Research, New Delhi, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6(ii) of the Income-tax Rules, 1962 under the category of "scientific research association" in the field of Medical Research subject to the following conditions :

- (i) That the Society will maintain a separate account of the sums received by it for medical research.
- (ii) That the Society will furnish annual returns of its scientific research activities to the Council by 31st May each year at the latest in such form as may be laid down and intimated to them for this purpose.
- (iii) That the Society will furnish a copy of the annual audited statement of accounts of the Council by 31st May, each year and in addition send a copy of it to the concerned Income-tax Commissioner.

INSTITUTION

The Society for Prevention of Heart Disease & Rehabilitation, Bombay.

The notification is effective for a period of three years with effect from 18-9-1980 to 17-9-1983.

[No. 4802/F. No. 203/126/82-ITA, II]

नई दिल्ली, 17 जुलाई, 1982

आयकर

का० आ० 4060.—इस कार्यालय की दिनांक 16-7-79 की अधिसूचना सं० 2933 (फा० सं० 203/35/79-आ० क० नि० II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर निगम 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उप-धारा (1) के खंड (2) के प्रयोजनों के लिए अन्य प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् —

1. यह कि हैदराबाद साइंस सोसाइटी, हैदराबाद, कृषि/पशुपालन/मत्स्य उद्योग तथा दवाइयों से निम्न प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक् लेखा रखेगा।
2. यह कि उक्त सोसाइटी अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित

प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे प्ररूप प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।

3. यह कि उक्त सोसाइटी अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रतिवर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

हैदराबाद साइंस सोसाइटी, हैदराबाद

यह अधिसूचना 23-2-82 से 31-3-1985 तक की अवधि के लिए प्रभावी है।

[सं० 4805 (फा० सं० 203/124/82-आ० क० नि० II)]

New Delhi, the 17th July, 1982

INCOME-TAX

S.O. 4060.—In continuation of this office Notification No. 2933 (F. No. 203/35/79-ITA, II) dated 16-7-1979, it is hereby notified for general information that the institution mentioned below has been approved by Department of Science & Technology, New Delhi, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" in the area of other natural and applied sciences subject to the following conditions :—

- (i) That the Hyderabad Science Society, Hyderabad will maintain a separate account of the sums received by it for scientific research in the field of natural and applied sciences other than Agricultural/Animal husbandry/Fisheries and medicines;
- (ii) That the said society will furnish annual return of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said society will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets/liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

Hyderabad Science Society, Hyderabad.

This notification is effective from 23-2-82 to 31-3-1985.

[No. 4805 (F. No. 203/124/82-ITA, III)]

आयकर

का० आ० 4061.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि वित्त मंत्रालय (राजस्व विभाग) की दिनांक 25-1-79 की अधिसूचना सं० 2683 (फा० सं० 203/163/76-आ० क० नि०-II), जिसके द्वारा आयकर अधिनियम, 1961 की धारा 35 (2क) के अंतर्गत जिला पटियाला की नाभा और समाना तहसीलों की सामाजिक-आर्थिक सर्वेक्षण के संबंधित अनुसंधान परियोजना

“वैज्ञानिक अनुसंधान कार्यक्रम” अनुमोदित किया गया था, में निम्नलिखित संशोधन किया जाता है :—

के लिए	पढ़ा जाए
अनुसंधान कार्यक्रम की अवधि	1 अप्रैल, 1979 1-7-1980
से	से
3 वर्ष	31-3-1980
	तक

[सं० 4806 (फा० सं० 203/129/82-आ० क० नि०-II)]

INCOME-TAX

S.O. 4061.—It is hereby notified for general information that the following amendment is made in Ministry of Finance (Department of Revenue) Notification No. 2683 (F. No. 203/163/76-ITA. II) dated 25/1/79 approving the “Scientific Research Programme” Research Project on Socio-Economy Survey of Nabha and Samana Tehsils, Distt. Patiala U/s. 35(2A) of the Income-tax Act, 1961 :—

	For	Read
Duration of Research Programme	3 years from 1st April, 1979	From 1-7-1980 to 31-3-1983.

[No. 4806 (F. No. 203/129/82-ITA.II)]

नई दिल्ली, 22 जुलाई, 1982

(आयकर)

का० आ० 4062.—इस कार्यालय की दिनांक 6-1-1979 की अधिसूचना सं० 2639 (फा० सं० 203/165/78 आ० क० नि० (II) के मिलान में, सर्वसाधारण की जानकारी के लिए एतद्द्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनों के लिए अन्य प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में “संगम” प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

1. यह कि बिड़ला विश्वकर्मा महाविद्यालय, विद्यानगर कृषि/पशु पालन/मत्स्य उद्योग तथा दवाइयों से भिन्न प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

2. यह कि उक्त महाविद्यालय अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रतिवर्ष 30 अप्रैल तक ऐसी प्रारूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकृत किया जाय और उसे सूचित किया जाए।

3. यह कि उक्त महाविद्यालय अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन पत्र की एक-एक प्रति, प्रतिवर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में प्रत्येक की एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

बिड़ला विश्वकर्मा महाविद्यालय, विद्यानगर

यह अधिसूचना 13-11-81 से 12-11-1984 तक तीन वर्ष की अवधि के लिए प्रभावी है।

[सं० 4822 (फा० सं० 203/125/82-आ० क० नि०-II)]

New Delhi, the 22nd July, 1983

INCOME-TAX

S.O. 4062.—In continuation of this Office notification No. 2639 (F. No. 203/165/78-ITA. II) dated 6-1-1979, it is hereby notified for general information that the institution mentioned below has been approved by Department of Science and Technology, New Delhi the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category “Association” in the area of other natural and applied sciences subject to the following conditions :—

- That the Birla Vishvakarma Mahavidyalaya, Vidyanagar, will maintain a separate account of the sums received by it for scientific research in the field of natural and applied sciences other than Agricultural/Animal husbandry/fisheries and medicines.
- That the said college will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated them for this purpose by 30th April each year.
- That the said college will submit their annual accounts showing their total income and expenditure as also a copy of their balance sheet showing its assets and liabilities to the concerned Commissioner of Income-tax by 30th June, each year.

INSTITUTION

Birla Vishvakarma Mahavidyalaya, Vidyanagar.

This notification is effective for a period of three years from 13-11-81 to 12-11-1984.

[No. 4822 (F. No. 203/125/82-ITA. II)]

नई दिल्ली, 1 अक्टूबर, 1983

आयकर

का० आ० 4063.—सर्वसाधारण की जानकारी के लिए एतद्द्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उप-धारा (1) के खंड (iii) के प्रयोजनों के लिए अन्य प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में “संगम” प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

1. यह कि सामाजिक अनुसंधान केन्द्र, नई दिल्ली, वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

2. यह कि उक्त केन्द्र अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित

प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।

3. यह कि उक्त केन्द्र अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परि-संपत्तियां, देनदारियां दर्शाते हुए तुलन पत्र की एक एक प्रति प्रतिवर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

सामाजिक अनुसंधान केन्द्र, नई दिल्ली

यह अधिसूचना 16-9-1982 से 15-9-1983 तक की अवधि के लिए प्रभावी है।

[सं० 4932 (फा० सं० 203/50/82-आ० क० नि०-II)]

एम० जी० सी० गोयल, श्रमर सचिव

New Delhi, the 4th October, 1983

INCOME-TAX

S.O. 4063.—It is hereby notified for general information that the institution mentioned below has been approved by Department of Science and Technology, New Delhi, the prescribed authority for the purposes of clause (iii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" in the area of other natural and applied sciences subject to the following conditions :—

- (i) That the Centre for Social Research, New Delhi will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Centre will furnish annual return of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April, each year.
- (iii) That the said Centre will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

Centre for Social Research, New Delhi.

This notification is effective for a period from 16-9-1982 to 15-9-1983.

[No. 4932 (F. No. 203/50/82-ITA. II)]

M. G. C. GOYAL, Under Secy.

आर्थिक कार्य विभाग

(बैंकिंग प्रभाग)

नई दिल्ली, 19 अक्टूबर, 1983

का० आ० 4064.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) धारा 11 की उपधारा

(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा श्री एच० सुधाकर शेट्टी को चित्रदुर्ग क्षेत्रीय ग्रामीण बैंक, चित्रदुर्ग का अध्यक्ष नियुक्त करती है तथा 25-8-83 से प्रारम्भ होकर 31-8-86 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री एच० सुधाकर शेट्टी अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2-104/82-आर० आर० बी०]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 19th October, 1983

S.O. 4064.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri H. Sudhakar Shetty as the Chairman of the Chitradurga Gramin Bank, Chitradurga and specifies the period commencing on the 25-8-83 and ending with the 31-8-86 as the period for which the said Shri H. Sudhakar Shetty shall hold office as such Chairman.

[No. F. 2-104/82-RRB]

का० आ० 4065.—प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा श्री शिव रत्न बाजपेयी को शाहजहांपुर क्षेत्रीय ग्रामीण बैंक, शाहजहांपुर का अध्यक्ष नियुक्त करती है तथा 1-9-1983 से प्रारम्भ होकर 30-9-86 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री शिव रत्न बाजपेयी अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2-132/आर० आर० बी०/82]

एम० एन० हसूरकर, उपासचिव

S.O. 4065.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Shiv Ratan Bajpai as the Chairman of the Sahajahanpur Kshetriya Gramin Bank, Sahajahanpur and specifies the period commencing on the 1-9-1983 and ending with the 30-9-86 as the period for which the said Shri Shiv Ratan Bajpai shall hold office as such Chairman.

[No. F. 2-132/RRB/82]

S. S. HASURKAR, Dy. Secy.

केन्द्रीय उत्पाद शुल्क समाहर्ता का कार्यालय

केन्द्रीय उत्पाद शुल्क

अधिसूचना सं० 4/के०उ०/1983

कलकत्ता, 14 मिनम्बर, 1983

का० आ० 4066.—मुझे केन्द्रीय उत्पाद शुल्क समाहर्ता, कलकत्ता के रूप में केन्द्रीय उत्पाद शुल्क नियमावली, 1944 के नियम 5 के अधीन (इसमें इसके बाद "उक्त नियमावली" उल्लिखित) प्रदत्त शक्तियों का उपयोग करते हुए, मैं नरेन्द्र कुमार बाजपेयी, समाहर्ता, केन्द्रीय उत्पाद शुल्क, कलकत्ता इसके द्वारा केन्द्रीय उत्पाद शुल्क समाहर्तानिय कलकत्ता के क्षेत्राधिकार में कार्यरत केन्द्रीय उत्पाद शुल्क के सहायक समाहर्ताओं को अपने संबंधित कार्यक्षेत्रों में उक्त नियमावली के नियम 191क और

191 ख के अधीन सख (फार्मला) अनुमोदन में समाहर्ता की शक्तियों का प्रयोग करने के लिये प्राधिकृत करता है और तदनुसार निर्देश देता है कि समाहर्तालय की अधिसूचना, सं०—1/फ०उ०/81 दिनांक 27-2-81 में सखन विवरण के नियम 191क और नियम 191ख के समस्त कालम 2 में आने वाले शब्दों "सख का अनुमोदन" का हटा दिया जाये।

[सं०स० IV (8) 1-फ०उ०/82]

नरेन्द्र कुमार बाजपेयी समाहर्ता

Office of the Collector of Central Excise

CENTRAL EXCISE

NOTIFICATION NO. 4/CE/1983

Calcutta, the 14th September, 1983

S.O. 4066.—In exercise of the powers conferred upon me as the Collector of Central Excise, Calcutta under Rule 5 of the Central Excise Rules, 1944, (hereinafter referred to as "the said Rules"), I, N. K. Bajpai, Collector of Central Excise, Calcutta hereby authorise the Assistant Collectors of Central Excise working within the jurisdiction of the Collectorate of Central Excise, Calcutta to exercise in their respective jurisdictions the powers of Collector for approval of formula under Rules 191A and 191B of the said Rules, and accordingly direct that the words "Approval of formula" appearing in Col. 2 against Rule 191A and Rule 191B in the statement appended to the Collectorate Notification No. 1/CF/81 dated 27-2-81 be deleted.

[C. No. IV(8)1-CE/82]

N. K. BAIPAI, Collector

समाहर्तालय केन्द्रीय उत्पाद शुल्क मध्य प्रदेश

इन्दौर, 21 अक्टूबर 1983

अधिसूचना 11/83

का० आ० 4067.—अधीक्षक, केन्द्रीय उत्पाद शुल्क समूह 'ख' के पद पर पदोन्नत होने पर निम्नलिखित निरीक्षकों, केन्द्रीय उत्पाद शुल्क (च० श्रे०) ने उनके नाम के आगे दर्शाई निधियों को अधीक्षक, केन्द्रीय उत्पाद शुल्क समूह 'ख' के पद पर कार्यभार ग्रहण कर लिया है।

क्र० सं० अधिकारी का नाम	तेरानी स्थान	कार्यभार ग्रहण करने की तिथि
1	2	3
सर्वश्री		
1 पी० सी० शर्माव	अधीक्षक (नकलीकी) प्रभा० कार्या०, भागलपुर	25-6-83 (अपराह्न)
2 एम० बी० विराटी	अधीक्षक (निवारक) मुख्या० कार्या० इन्दौर	6-6-83 (अपराह्न)
3 आर० बी० देवेला	अधीक्षक (लेखा परीक्षा) मुख्या० कार्या० इन्दौर	7-6-83 (पूर्वाह्न)
4 रे० बी० मोश	अधीक्षक के० उ० शुल्क खडवा	10-6-83 (अपराह्न)
5 पी० एम० अग्रवाल	अधीक्षक (लेखा परीक्षा) मुख्या० कार्या० इन्दौर	25-6-83 (अपराह्न)
6 पी० बी० देशपांडे	अधीक्षक (नकलीकी) मुख्या० कार्या० इन्दौर	13-7-83 (पूर्वाह्न)
7 बी० एम० कोरडे	अधीक्षक (निवारक) प्रभा० कार्या० सतना	13-7-83 (पूर्वाह्न)

1	2	3	4
सर्वश्री			
8 एम० दासगुप्ता	अधीक्षक, (नकलीकी) प्रभा० कार्या० रायपुर	15-6-83 (पूर्वाह्न)	
9 बी० टी० चाँवोकर	अधीक्षक (निवारक) मुख्या० कार्या० इन्दौर	6-6-83 (अपराह्न)	
10 आर० के० हा	अधीक्षक रेज० 5 भागलपुर	30-6-83 (अपराह्न)	
11 के० के० मिश्र	अधीक्षक, रेज० 3, सतना	2-7-83 (पूर्वाह्न)	
12 एम० के० जगडाडकर	अधीक्षक के० उ० शुल्क रायपुर	13-7-83 (पूर्वाह्न)	
13 बी० एम० मुर्वे	अधीक्षक (निवारक) प्रभा० कार्या० भागलपुर	22-7-83 (अपराह्न)	
14 जे० पी० श्रीरामलाल	अधीक्षक रेज० 3 जबलपुर	6-8-83 (अपराह्न)	
15 जी० एम० चौहान	अधीक्षक रेज०, जमशेदपुर	16-8-83 (अपराह्न)	
16 सी० बी० राय	अधीक्षक रेज०, बरगानपुर	28-7-83 (पूर्वाह्न)	
17 मधुकर एम० इन्दोरे	अधीक्षक रेज० 3, इन्दौर	12-9-83 (पूर्वाह्न)	
18 बी० के० चक्रवर्ती	अधीक्षक (नकलीकी) प्रभा० कार्या० भिलाई	27-8-83 (पूर्वाह्न)	
19 सी० टी० मुसाले	अधीक्षक रेज० 3, देवास	12-9-83 (पूर्वाह्न)	
20 एम० एन० पात्रचौर	अधीक्षक रेज० 2, सागर	15-9-83 (अपराह्न)	
21 एम० एम० शुक्ल	अधीक्षक, रेज०, गीवा	1-9-83 (अपराह्न)	
22 आर० पी० मिश्र	अधीक्षक (निवारक) प्रभा० कार्या० जबलपुर	27-8-83 (पूर्वाह्न)	
23 एम० एम० चौहान	अधीक्षक रेज० 2, उज्जैन	19-8-83 (पूर्वाह्न)	
24 एम० एम० दास	अधीक्षक (लेखा परीक्षा) मुख्या० कार्या० इन्दौर	19-8-83 (पूर्वाह्न)	
25 पी० पी० इफादे	अधीक्षक रेज० 2, जबलपुर	19-9-83 (पूर्वाह्न)	
26 बी० एम० पवार	अधीक्षक, रेज० 2 इन्दौर	30-9-83 (पूर्वाह्न)	

[पत्र सं० II(3)9 गोप/83/5666]

CENTRAL EXCISE COLLECTORATE : MP.

Indore, the 21st October, 1983

NOTIFICATION NO. 11/83

S.O. 4067—Consequent upon their promotion as Superintendent, Central Excise Group 'B' the

following Inspector of Central Excise (S.G.) have assumed their charge as Superintendent, Central Excise, Group 'B' officer with effect from the dates shown against each:—

Sl. No.	Name of the Officer	Place of posting	Date of assumption of charge
1	2	3	4
	S/Shri		
1.	P.C. Kashiv	Superintendent (Tech.), Divisional Office, Bhopal.	25-6-83 (A.N.)
2.	S.V. Virani	Superintendent (Prev.), Hqrs. Office, Indore.	6-6-83 (A.N.)
3.	R.B. Dalela	Superintendent (Audit), Hqrs. Office, Indore.	7-6-83 (F.N.)
4.	K.B. Moghe	Superintendent (C. Ex.), Khandwa.	30-6-83 (A.N.)
5.	D.S. Agarwal	Superintendent (Audit), Hqrs. Office, Indore.	25-6-83 (A.N.)
6.	P.B. Deshpande	Superintendent (Tech.), Hqrs. Office, Indore.	13-7-83 (F.N.)
7.	V.S. Korde	Superintendent (Prev.), Divisional Office, Satna.	13-7-83 (F.N.)
8.	S. Dasgupta	Superintendent (Tech.), Divisional Office, Raipur.	15-6-83 (F.N.)
9.	V.D. Chandorkar	Superintendent (Prev.), (Custodian of seized goods), Hqrs. Office, Indore.	6-6-83 (A.N.)
10.	R.K. Jha	Superintendent, Range-V, Bhopal.	30-6-83 (A.N.)

(1)	(2)	(3)	(4)
	S/Shri		
11.	K.K. Mishra	Superintendent, (C. Ex.), Range-III, Satna.	2-7-83 (F.N.)
12.	M.K. Wardakar	Superintendent, (C. Ex.), Raigarh.	13-7-83 (F.N.)
13.	B.M. Survey	Superintendent (Prev.), Divisional Office, Sagar.	22-7-83 (A.N.)
14.	J.P. Shrivastava	Superintendent, Range-III, Jabalpur.	6-8-83 (A.N.)
15.	G.S. Chauhan	Superintendent, Range Amlai	16-8-83 (A.N.)
16.	C.B. Rai	Superintendent, Range Burhanpur	28-7-83 (F.N.)
17.	Madhukar M. Ingole	Superintendent, Range-III, Indore.	12-9-83 (F.N.)
18.	B.K. Chakraverty	Superintendent (Tech.), Divisional Office, Bhilai.	27-8-83 (F.N.)
19.	G.D. Musale	Superintendent, Range-II, Dewas.	12-9-83 (F.N.)
20.	S.N. Pachpor	Superintendent, Range-II, Sagar.	15-9-83 (A.N.)
21.	M.M. Guru	Superintendent, Range, Rewa.	1-9-83 (A.N.)
22.	R.P. Singh	Superintendent (Prev.), Divl. Office, Jabalpur.	27-8-83 (F.N.)
23.	S.M. Chauhan	Superintendent, Range-II, Ujjain.	19-8-83 (F.N.)
24.	M.L. Das	Superintendent (Audit), Hqrs. Office, Indore.	19-8-83 (F.N.)
25.	P.P. Dafade	Superintendent, Range-II, Jabalpur.	19-9-83 (F.N.)
26.	V.S. Pawar	Superintendent, Range II, Indore.	30-9-83 (F.N.)

अधिसूचना सं० 12/83

का० आ० 4068.—मध्य प्रदेश समाहृतलिय, इन्दौर के निम्नलिखित अधीक्षक, केन्द्रीय उत्पाद शुल्क, समूह "ख" निवृत्तन की आयु प्राप्त करने पर उनके नाम के आगे दर्शाई गई तिथि की शासकीय सेवा से निवृत्त हुये।

सर्वश्री

- (1) आर० बी० सक्सेना 31-7-1983 (अपरान्ह)
- (2) आर० जी० विधाले 31-8-1983 (अपरान्ह)
- (3) बी० जी० काले 31-8-1983 (अपरान्ह)
- (4) एच० जी० बहाले 30-9-1983 (अपरान्ह) और
- (5) श्री० के० खाण्डेकर 30-9-1983 (अपरान्ह)

[प० सं० II(3) 9-गोप/83/5638]
एस०के० धर, समाहर्ता

NOTIFICATION NO. 12/83

S.O. 4068.—The following Superintendents of Central Excise, Group 'B' having attained the age of superannuation retired from Government service on the dates shown against each :—

S/Shri

1. R.B. Saxena 31-7-83 (A.N.)
2. R.G. Vidhale 31-8-83 (A.N.)
3. V.G. Kale 31-8-83 (A.N.)
4. H.G. Bhanale 30-9-83 (A.N.); and
5. V.K. Khandekar 30-9-83 (A.N.)

[C. No. II(3)9-Con/83/5638]

S K. DHAR, Collector.

आयकर आयुक्त कार्यालय, विदर्भ

नागपुर, 22 सितम्बर, 1983

का० आ० 4069.—वित्तीय वर्ष 1982-83 की अवधि के लिए उन निर्धारितियों के नाम एवं अन्य विवरण की सूची नीचे दी जा रही है अर्थात् अनुसूची-I में, वे व्यक्ति तथा हिन्दु अविभक्त कुटुम्ब जिनका 2 लाख से अधिक आय पर निर्धारण किया गया हो, तथा अनुसूची-II में वे कर्म, व्यक्तियों के समुदाय तथा कम्पनी जिनका 10 लाख से अधिक आय पर निर्धारण किया गया हो, : (i) इंगित प्राप्ति—व्यक्तियों के लिए, 'व्य' हिन्दु अविभक्त कुटुम्ब के लिए 'हिअकु' पंजीकृत कर्म के लिए 'पफ', व्यक्तियों के समुदाय के लिए 'वसमु' तथा कम्पनी के लिए 'क' (ii) निर्धारण वर्ष (iii) विवरणी में दर्शायी आय (iv) निर्धारित की गई आय (v) देय कर (vi) निर्धारित दाय अदा किया गया कर, दर्शाया है :—

अनुसूची-I

1. श्री राजशेखर मंगलभाई पटेल, रेलटोली, गोन्दिवा।

(i) 'व्य' (ii) 1982-83 (iii) 2,30,180 रु०

930 GI/83-2

(iv) 2,30,756 रु० (v) 31,168 रु० (vi) 31,168 रु०

2. श्रीमती सीतादेवी अग्रवाल, इमामवाड़ा रोड, नागपुर।

(i) 'व्य' (ii) 1981-82 (iii) 2,89,630 रु० (iv) 2,90,510 रु० (v) 1,68,857 रु० (vi) 1,68,857 रु०

3. मास्टर संजय पूरनलाल अग्रवाल, इमामवाड़ा रोड, नागपुर।

(i) 'व्य' (ii) 1981-82 (iii) 2,52,250 रु० (iv) 2,52,250 रु० (v) 1,43,605 रु० (vi) 1,43,605 रु०

4. श्री गिरधर गोपाल मोर, मोर भवन, तुमसर।

(i) हिअकु (ii) 1980-81 (iii) 2,624 रु० (iv) 3,91,110 रु० (v) 3,65,243 रु० (vi) कुछ नहीं

5. श्री ए वाय, खरे, शंकर नगर, नागपुर।

(i) व्य (ii) 1980-81 (iii) 57,660 रु० (iv) 2,47,980 रु० (v) 1,89,217 रु० (vi) 32,957 रु०

6. श्री आर० जी० अग्रवाल, सीताबाई, नागपुर।

(i) व्य (ii) 1980-81 (iii) 56,370 रु० (iv) 2,48,790 रु० (v) 1,90,404 रु० (vi) कुछ नहीं।

7. श्री असगर अली हसन अली, इतवारी, नागपुर।

(i) व्य (ii) 1981-82 (iii) 4,24,610 रु० (iv) 4,55,440 रु० (v) 2,79,131 रु० (vi) 2,57,363 रु०

8. श्री श्रीकृष्ण जानकीलाल बैद, प्रो० इन्डस्ट्रियल एजेंसी, नागपुर

(i) व्य (ii) 1976-77 (iii) 13,000 रु० (iv) 44,73,527 रु० (v) 78,14,286 रु० (vi) 935 रु०

9. श्री बद्रीप्रसाद ओकारमल अग्रवाल, गोन्दिवा।

(i) हिअकु (ii) 1982-82 (iii) 2,15,100 रु० (iv) 2,15,100 रु० (v) 1,19,108 रु० (vi) 1,19,108 रु०

10. श्री प्रीतमसिंह बुद्धसिंह होरा, गोन्दिवा।

(i) व्य (ii) 1982-83 (iii) 2,30,360 रु० (iv) 2,30,360 रु० (v) 1,45,426 रु० (vi) 4,514 रु०

11. श्री एम० आर० बागड़ी, इतवारी, नागपुर।

(i) व्य (ii) 1981-82 (iii) 8,58,400 रु० (iv) 8,83,220 रु० (v) 6,96,537 रु० (vi) 81,930 रु०

12. श्री एम० आर० बागड़ी, इतवारी, नागपुर।

(i) व्य (ii) 1982-83 (iii) 5,70,000 रु०

- (iv) 5 70 020 रु० (v) 3,79,023 रु०
(vi) 2,93,170 रु०
13. श्री लक्ष्मणसिंह पी० क्षर्मा, कुर्वे रोड, नागपुर ।
(i) व्य (ii) 1982-83 (iii) 8,17,000 रु०
(iv) 8,25,000 रु० (v) 5,32,928 रु०
(vi) 4,66,502 रु०
13. श्री डी० बी० मन्जोत्रा, सीतामडौं, नागपुर ।
(i) व्य (ii) 1982-83 (iii) 2,40,400 रु०
(iv) 2,40,400 रु० (v) 1,49,354 रु०
(vi) 1,36,741 रु०
15. श्री एम० एम० बालपंडे, गणेश नगर, नागपुर ।
(i) व्य (ii) 1980-81 (iii) 8,280 रु० (iv)
(v) 7,54,240 रु० (vi) 7,69,892 रु०
(vii) कुछ नहीं
16. श्री अब्दुला भाई हसनअली, इतवारी, नागपुर ।
(i) व्य (ii) 1981-82 (iii) 4,56,500 रु०
(iv) 4,87,320 रु० (v) 3,00,172 रु०
(vi) 2,78,410 रु०
17. त्रिदर्भ को-ऑपरेटिव मार्केटिंग सोसायटी लि० गणेशचेठ, नागपुर ।
(i) व्य (ii) 1979-80 (iii) कुछ नहीं (iv)
18,40,340 रु० (v) 9,95,475 रु० (vi) 9,95,475 रु० ।
18. प्यारचंद केसरी मल पोरवाल प्रा० लि० कामठी ।
(i) क (ii) 1980-81 (iii) 9,40,135 रु० (iv)
11,73,680 रु० (v) 8,23,603 रु० (vi) 6,06,380 रु० ।
19. मंसूर खरे एण्ड तारकुंडे, नागपुर ।
(i) पफ (ii) 1980-81 (iii) 3,13,360 रु० (iv)
11,36,060 रु० (v) 2,51,430 रु० (vi) कुछ नहीं ।
20. सेन्ट्रल प्रोविसेंट मैगनीज ओर कं० लि०, नागपुर ।
(i) क (ii) 1980-81 (iii) हानि 3,76,779 रु०
(iv) 17,94,760 रु० (v) 17,69,380 रु० (vi)
कुछ नहीं
21. बजाज प्लास्टिक लि०, इमामबाड़ा रोड, नागपुर ।
(i) क (ii) 1980-81 (iii) 41,00,080 रु० (iv)
46,31,810 रु० (v) 29,87,351 रु० (vi) 24,16,632 रु० ।
22. मैगनीज ओर इंडिया लि०, माउंट रोड, नागपुर ।
(i) क (ii) 1980-81 (iii) 1 05,25,890 रु० (iv)
1,66,21,051 रु० (v) 1 11,78,194 रु० (vi)
61,23,260 रु०
23. जैका ऑटोमोबाइलस प्रा० लि०, नागपुर ।
(i) क (ii) 1980-81 (iii) 6,74,950 रु० (iv)
12,71,060 रु० (v) 10,09,085 रु० (vi) 4,31,109 रु० ।
24. कारणा इन्डस्ट्रीज एण्ड इंजीनियरिंग वर्क्स, नागपुर ।
(i) क (ii) 1980-81 (iii) 3,66,638 रु० (iv)
19,02,960 रु० (v) 14,60,730 रु० (vi)
8,81,715 रु० ।
25. एम० जी० ग्लास वर्क्स प्रा० लि० कं०, चन्द्रपुर ।
(i) क (ii) 1981-82 (iii) 7,83,000 रु० (iv)
10,92,140 रु० (v) 6,94,150 रु० (vi) 6,08,500 रु०
26. मरस अब्दुल हमीद मुल्ला अल्लावखणजी, इतवारी, नागपुर ।
(i) पफ (ii) 1981-82 (iii) 9,96,930 रु० (iv)
10,79,285 रु० (v) 2,71,052 रु० (vi) 2,47,789 रु०

[फा० सं० तक एवं जसम्प/287/42-ए/83-84]

(Office of the Commissioner of Income-tax,
Vidarbha)

Nagpur, the 22nd September, 1983

S. O. 4069.—Following is the list of the names and other particulars of the assessee namely Individuals and HUFs assessed on an income over Rs. 2 lakhs in Schedule-I, and Firms A.O.P. and Companies assessed on an income over Rs. 10 lakhs in Schedule-II, during the financial year 1982-83 : (i) Indicates status 'I' for Individuals, 'H' for Hindu Undivided Families, 'RF' for Registered Firms, 'AOP' for Association of Persons and 'Co' for Companies (ii) for assessment year, (iii) for Income Returned, (iv) for income assessed, (v) for tax payable & (vi) for tax paid by the assessee :—

SCHEDULE-I

- Shri Raojibhai Mangalabhai Patel, Railtoly, Gondia.
(i) I (ii) 1982-83 (iii) Rs. 2,30,180 (iv) Rs. 2,30,756
(v) Rs. 31,168 (vi) Rs. 31,168.
- Smt. Sitadevi Agrawal, Imambada, Road, Nagpur.
(i) I (ii) 1981-82 (iii) Rs. 2,89,630 (iv) Rs. 2,90,510
(v) Rs. 1,68,857 (vi) Rs. 1,68,857.
- Master Sanjay Purulal Agrawal, Imambada Road, Nagpur.
(i) I (ii) 1981-82 (iii) Rs. 2,52,250 (iv) Rs. 2,52,250
(v) Rs. 1,43,605 (vi) Rs. 1,43,605.
- Shri Girdhar Gopal Mor, Mor Bhawan, Tumhar.
(i) H (ii) 1980-81 (iii) Rs. 2,624 (iv) Rs. 3,91,110
(v) Rs. 3,65,243 (vi) Rs. Nil.

5. Shri A.Y. Khare, Shankar Nagar, Nagpur.
(i) I (ii) 1980-81 (iii) Rs. 57,660 (iv) Rs. 2,47,960
(v) Rs. 1,59,217 (vi) Rs. 52,957.
6. Shri R.G. Agrawal, Sitabundi, Nagpur.
(i) I (ii) 1980-81 (iii) Rs. 56,370 (iv) Rs. 2,48,770
(v) Rs. 1,90,404 (vi) Rs. Nil.
7. Shri Agarali Hasanali, Itwari, Nagpur.
(i) I (ii) 1981-82 (iii) Rs. 4,24,610 (iv) Rs. 4,55,440
(v) Rs. 2,79,131 (vi) Rs. 2,57,363.
8. Shri Balakrishna Jaakilal Bhat, Prop. Industrial Agencies, Nagpur.
(i) I (ii) 1976-77 (iii) Rs. 13,000 (iv) Rs. 44,73,527
(v) Rs. 78,14,286 (vi) Rs. 935.
9. Shri Badripasad Omkarnil Agrawal, Gondia.
(i) H (ii) 1982-83 (iii) Rs. 2,15,100 (iv) Rs. 2,15,100
(v) Rs. 1,19,108 (vi) Rs. 1,19,108.
10. Shri Pritamsingh Budhsingh Hora, Gondia.
(i) I (ii) 1982-83 (iii) Rs. 2,30,360 (iv) Rs. 2,30,360.
(v) Rs. 1,45,426 (vi) Rs. 4,514.
11. Shri M.R. Bagdi, Itwari Nagpur.
(i) I (ii) 1981-82 (iii) Rs. 8,58,400 (iv) Rs. 8,83,220
(v) Rs. 6,96,537 (vi) Rs. 81,930.
12. Shri M.R. Bagdi, Itwari, Nagpur.
(i) I (ii) 1982-83 (iii) Rs. 5,70,000 (iv) Rs. 5,70,020
(v) Rs. 3,79,023 (vi) Rs. 2,93,170.
13. Shri Laxman Singh P. Verma, Fuley Market, Nagpur.
(i) I (ii) 1982-83 (iii) Rs. 6,17,000 (iv) Rs. 8,27,060
(v) Rs. 5,32,923 (vi) Rs. 4,66,502.
14. Shri D.B. Malhotra, Sitabundi, Nagpur.
(i) I (ii) 1982-83 (iii) Rs. 2,40,400 (iv) Rs. 2,40,400
(v) Rs. 1,49,354 (vi) Rs. 1,36,741.
15. Shri S.M. Balpande, Ganesh Nagar, Nagpur.
(i) I (ii) 1980-81 (iii) Rs. 8,280 (iv) Rs. 7,54,240
(v) Rs. 7,69,892 (vi) Rs. Nil.
16. Shri Abdulla Bhai Hasanali, Itwari, Nagpur.
(i) I (ii) 1981-82 (iii) Rs. 4,56,500 (iv) Rs. 4,87,320
(v) Rs. 3,00,172 (vi) Rs. 2,78,410.
- (i) Co. (ii) 1980-81 (iii) Rs. 9,40,125 (iv) Rs. 11,78,610 (v) Rs. 8,23,603 (vi) Rs. 6,06,386.
19. M/s. Khar and Tarkande, Nagpur.
(i) RE (ii) 1980-81 (iii) Rs. 3,13,360
(iv) Rs. 11,35,065 (v) Rs. 2,51,430 (vi) Nil.
20. Central Province Mangrove Ore Co. Ltd., Nagpur.
(i) Co. (ii) 1980-81 (iii) Loss Rs. 3,76,779
(iv) Rs. 17,94,760 (v) Rs. 17,69,380 (vi) Nil.
21. Bajaj Plastic Ltd., Imambada Road, Nagpur.
(i) Co. (ii) 1980-81 (iii) Rs. 41,00,080 (iv) Rs. 46,31,810 (v) Rs. 29,87,351 (vi) Rs. 24,16,632.
22. Mangalore Ore India Ltd., Mount Road, Nagpur.
(i) Co. (ii) 1980-81 (iii) Rs. 1,05,25,890 (iv) Rs. 1,65,21,051 (v) Rs. 1,11,73,194 (vi) Rs. 61,23,261.
23. Jaika Automobiles Pvt. Ltd, Nagpur.
(i) Co. (ii) 1980-81 (iii) Rs. 6,74,950 (iv) Rs. 12,71,060 (v) Rs. 10,09,085 (vi) Rs. 4,31,109.
24. Sharda Industries & Engineering Works, Nagpur.
(i) Co. (ii) 1980-81 (iii) Rs. 3,66,638 (iv) Rs. 19,02,960 (v) Rs. 14,60,730 (vi) Rs. 8,81,715.
25. S.G. Glass Works Pvt. Ltd., Co. Chandrapur.
(i) Co. (ii) 1981-82 (iii) Rs. 7,83,000 (iv) Rs. 10,92,140 (v) Rs. 6,94,150 (vi) Rs. 6,08,500.
26. M/s. Abdul Hussain Mulla, Allabuxji, Itwari, Nagpur.
(i) RE (ii) 1981-82 (iii) Rs. 9,96,930 (iv) Rs. 10,79,285 (v) Rs. 2,71,652 (vi) Rs. 2,47,789.

[F. No. Tech. & PR/287/42A/83-84]

संख्या 4070.--वित्तिय वर्ष 1982-83 के दौरान ऐसे व्यक्तियों, जिन पर रु 5000/- से कम की शास्ति नहीं लगायी गयी थी, उन व्यक्तियों की सूची नीचे दशिए अनुसार है। (1) इंगित प्राविधिक--व्यक्तियों के लिए "व्य", हिन्दू अविभक्त कुटुम्ब के लिए "हिजकु", पंजीकृत फर्म के लिए "पफ", अपंजीकृत फर्म के लिए "अपफ", कम्पनी के लिए "क", तथा सहकारी समाज के लिए "स.सति", व्यक्तियों के समुदाय के लिए "व्यसमु" (2) निर्धारण वर्ष (3) शास्ति की राशि (4) किस धारा के अधीन शास्ति लगायी गयी है।

SCHEDULE-II

17. Vidarbha Co-operative Marketing Society Ltd., Ganeshpath, Nagpur.
(i) AOP (ii) 1979-80 (iii) Nil (iv) Rs. 18,48,340
(v) Rs. 9,95,475 (vi) Rs. 9,95,475.
18. Pyarechand Kesharimal Porwal Pvt. Ltd. Kamptee-

1. श्री रावजी भाई मनाभाई पटेल, रेलडोजी, गोंदिया।
(1) व्य (2) 1981-82 (3) 6,000/- रु (4) 271 (1) (सी)
2. श्री रावजी भाई मनाभाई पटेल, रेलडोजी, गोंदिया।
(1) व्य (2) 1982-83 (3) 6,000/- रु (4) 271 (1) (सी)

3. मैसर्स ओरियन्ट वॉच कं., नागपुर।
(1) पफ (2) 1966-67 (3) 26,000/- रु० (4) 271(1)(सी)
4. शेतकी सहकारी जिनिंग एण्ड प्रेसिंग फैक्टरी लि० आर्वी, जिला-वर्धा।
(1) व्यसम् (समिति) (2) 1978-79 (3) 7,184/- रु० (4) 271 (1) (ए)
5. मैसर्स होटल जैगसन्स, सी०ए० रोड, नागपुर।
(1) पफ (2) 1981-82 (3) 22,186 रु० (4) 271(1)(ए)
6. मैसर्स होटल जैगसन्स, सी०ए० रोड, नागपुर।
(1) पफ (2) 1982-83 (3) 14,700 रु० (4) 271 (1) (ए)
7. मैसर्स भारत मोटर साइकल हाउस, नागपुर।
(1) पफ (2) 1981-82 (3) 10,476 रु० (4) 271(1)(ए)
8. मैसर्स भारत मोटर साइकल हाउस, नागपुर।
(1) पफ (2) 1982-83 (3) 5,400 रु० (4) 271 (1) (ए)
9. श्री सरदार गुलशन पालसिंह आनन्द, नागपुर।
(1) व्य (2) 1978-79 (3) 9,900 रु० (4) 271 (1) (सी)
10. श्री सरदार गुलशन पालसिंह आनन्द, नागपुर।
(1) व्य (2) 1979-80 (3) 12,618 रु० (4) 271 (1) (सी)
11. श्री सरदार जमबीर सिंह आनन्द, नागपुर।
(1) व्य (2) 1977-78 (3) 5,676 रु० (4) 271 (1) (ए)
12. श्रीमती सरलाबाई के० धनवटे, रामदास पेठ, नागपुर।
(1) व्य (2) 1977-78 (3) 5,500 रु० (4) 273 (ए)
13. मैसर्स महाराष्ट्र स्टील रोलिंग मिल्स, नागपुर।
(1) पफ (2) 1977-78 (3) 61,000 रु० (4) 271 (1)(सी)
14. मैसर्स महाराष्ट्र स्टील रोलिंग मिल्स, नागपुर।
(1) पफ (2) 1978-79 (3) 47,000 रु० (4) 271 (1)(सी)
15. मैसर्स महाराष्ट्र स्टील रोलिंग मिल्स, नागपुर।
(1) पफ (2) 1979-80 (3) 1,20,000 रु० (4) 271(1)(सी)
16. मैसर्स महाराष्ट्र स्टील रोलिंग मिल्स, नागपुर।
(1) पफ (2) 1980-81 (3) 2,71,000 रु० (4) 271(1)(सी)
17. मैसर्स डी०पी० पारधी एण्ड कं०, नागपुर।
(1) पफ (2) 1979-80 (3) 23,020 रु० (4) 271(1)(सी)
18. मैसर्स डी०पी० पारधी एण्ड कं०, नागपुर।
(1) पफ (2) 1980-81 (3) 23,467 रु० (4) 271(1)(सी)
19. मैसर्स डी०पी० पारधी एण्ड कं०, नागपुर।
(1) पफ (2) 1979-80 (3) 8,288 रु० (4) 271 (1)(ए)
20. मैसर्स विश्वास ऑटोमोबाइल्स, परतवाडा।
(1) पफ (2) 1981-82 (3) 7,983 रु० (4) 271 (1)(सी)
21. दादाभाई दोशीभाई (हिरनभाई) जाल चैरीटेबल ट्रस्ट, कामठी।
(1) व्यसम् (2) 1978-79 (3) 25,208 रु० (4) 271 (1)(ए)

[ता० सं० तक. एवं जसम्/207/42-ए/83-84]

S.O. 4070.—Following is the list of persons of whom penalty not less than Rs. 5,000/- was imposed during the financial year 1982-83 (i) Indicating Status 'I' for Individual, 'H' for Hindu Undivided Families, 'RF' for Registered Firms, 'URF' for Unregistered Firms, 'C' for Companies and 'STY' for Co-operative Society, 'AOP' for Association of Persons, (ii) for Assessment Year (iii) Amount of Penalty (iv) Section under which penalty was imposed.

1. Shri Rajibhai Maganbhai Patel, Rail Toly, Gondia.
(i) I (ii) 1981-82 (iii) Rs. 6,000/- (iv) 271(1)(c)
2. Shri Rajibhai Maganbhai Patel, Rail Toly, Gondia.
(i) I (ii) 1982-83 (iii) Rs. 6,000/- (iv) 271(1)(c).
3. M/s. Orient Watch Co., Nagpur.
(i) RF (ii) 1965-67 (iii) Rs. 26,000/- (iv) 271(1)(c).
4. Shetki Sahakari Ginning & Pressing Factory Ltd., Arvi, Dist. Wardha.
(i) AOP (STY) (ii) 1978-79 (iii) Rs. 7,184/- (iv) 271(1)(a).
5. M/s. Hotel Jagsons, C.A. Road, Nagpur.
(i) RF (ii) 1981-82 (iii) Rs. 22,186/- (iv) 271(1)(a).
6. M/s. Hotel Jagsons, C.A. Road, Nagpur.
(i) RF (ii) 1982-83 (iii) Rs. 14,700/- (iv) 271(1)(a).
7. M/s. Bharat Motor Cycle House, Nagpur.
(i) RF (ii) 1981-82 (iii) Rs. 10,476/- (iv) 271(1)(a).
8. M/s. Bharat Motor Cycle House, Nagpur.
(i) RF (ii) 1982-83 (iii) Rs. 5,400/- (iv) 271(1)(a).
9. Shri Sardar Gulshan Palsingh Anand, Nagpur.
(i) I (ii) 1978-79 (iii) Rs. 9,900/- (iv) 271(1)(c).

10. Shri Sardar Gulshan Palsingh Anand, Nagpur.
(i) I (ii) 1979-80 (iii) Rs. 12,618/- (iv) 271(1)(c).
11. Shri Sardar Jasbirsing Anand, Nagpur.
(i) I (ii) 1977-78 (iii) Rs. 5,676/- (iv) 271(1)(a).
12. Smt. Saralabai K. Dhanwatey, Ramdaspath, Nagpur.
(i) I (ii) 1977-78 (iii) Rs. 5,500/- (iv) 273(c).
13. M/s. Maharashtra Steel Rolling Mills, Nagpur.
(i) RF (ii) 1977-78 (iii) Rs. 61,000/- (iv) 271(a)(c).
14. M/s. Maharashtra Steel Rolling Mills, Nagpur.
(i) RF (ii) 1978-79 (iii) Rs. 47,000/- (iv) 271(1)(c).
15. M/s. Maharashtra Steel Rolling Mills, Nagpur.
(i) RF (ii) 1979-80 (iii) Rs. 1,20,000/- (iv) 271(1)(c).
16. M/s. Maharashtra Steel Rolling Mills, Nagpur.
(i) RF (ii) 1980-81 (iii) Rs. 2,71,000/- (iv) 271(1)(c).
17. M/s. D.P. Paradhi & Co., Nagpur.
(i) RF (ii) 1979-80 (iii) Rs. 23,020/- (iv) 271(1)(c).
18. M/s. D.P. Paradhi & Co., Nagpur.
(i) RF (ii) 1980-81 (iii) Rs. 23,467/- (iv) 271(1)(c).
19. M/s. D.P. Paradhi & Co., Nagpur.
(i) RF (ii) 1979-80 (iii) Rs. 8,288/- (iv) 271(a)(1).
20. M/s. Vikas Automobiles, Paratwada.
(i) RF (ii) 1981-82 (iii) Rs. 7,983/- (iv) 271(1)(c).
21. Dadabhai Doshibai (Hiranbhai) Zal Charitable Trust, Kamptec.
(i) AOP (ii) 1978-79 (iii) Rs. 25,208/- (iv) 271(1)(c).

[E. No. Tech. & PR/207/42-A/83-84]

कांआ० 4071.—वित्तीय वर्ष 1982-83 के दौरान ऐसे व्यक्तियों की सूची नीचे प्रस्तुत की जा रही है जिनका 10 लाख रु० से अधिक शुद्ध धन परनिर्धारण किया गया है।
इंगित प्राप्ति—(1) व्यक्तियों के लिए “व्य”, हिन्दु अवि-भक्त कुटुम्ब के लिए “ह्मिअकु”, व्यक्तियों के समुदाय के लिए “व्यसमु”, न्यासों के लिये “न्या” (2) निर्धारण वर्ष (3) विवरणी में दर्शाया धन/निर्धारित किया गया धन (4) निर्धारितता द्वारा देय कर (5) निर्धारितता द्वारा अदा किया गया कर, दर्शाया है:—

1. श्रीमती वर्षाबेन प्रफुल्ल पटेल, रेल टोली, गोंधिया।
(1) व्य (2) 1982-83 (3) 15,83,800/16,05,809 रु० (4) 32,419 रु० (5) 32,419 रु०
2. श्री ई०सी० एबुलजी, नागपुर।
(1) व्य (2) 1982-83 (3) 13,98,058/13,98,100 रु० (4) 25,693 रु० (5) 25,690 रु०
3. श्री बी०के० बूटी, नागपुर।
(1) व्य (2) 1981-82 (3) 9,76,668/10,17,870 रु० (4) 14,730 रु० (5) कुछ नहीं।
4. श्रीमती सुमित्राबाई बूटी, नागपुर।
(1) व्य (2) 1981-82 (3) 7,56,900/12,10,510 रु० (4) 20,690 रु० (5) 16,690 रु०।

5. श्रीमती सुमित्राबाई बूटी, नागपुर।
(1) व्य (2) 1982-83 (3) 10,87,200/15,72,420 रु० (4) 34,080 रु० (5) 15,740 रु०
6. श्री बी०के० बूटी, नागपुर।
(1) व्य (2) 1982-83 (3) 12,55,800/12,71,050 रु० (4) 22,250 रु० (5) 20,790 रु०
7. श्रीमती कांचन बूटी, नागपुर।
(1) व्य (2) 1982-83 (3) 10,73,400/11,03,400 रु० (4) 13,850 रु० (5) 15,640 रु०
8. श्री प्रेमराज गुप्ता, कन्हान।
(1) ह्मिअकु (2) 1978-79 (3) 80,100/11,90,650 रु० (4) 27,922 रु० (5) कुछ नहीं।
9. श्री मिलिन्द चिटणविस, चिटणविस पुरा, नागपुर।
(1) व्य (2) 1982-83 (3) 12,51,600/12,30,934 रु० (4) 20,660 रु० (5) 20,660 रु०
10. स्वर्गीय श्री एम०जी० चिटणविस, नागपुर के विल के निष्पादक
(1) व्य (2) 1982-83 (3) 12,69,400/12,48,200 रु० (4) 21,200 रु० (5) 21,200 रु०
11. रा० स्व० सेवक संघ, केन्द्रीय अर्थ विभाग, महल, नागपुर।
(1) व्यसमु (2) 1978-79 (3) कुछ नहीं/16,83,576 रु० (4) 32,677 रु० (5) कुछ नहीं।
12. रा० स्व० सेवक संघ, केन्द्रीय अर्थ विभाग, महल, नागपुर।
(1) व्यसमु (2) 1979-80 (3) कुछ नहीं/17,14,526 रु० (4) 33,759 रु० (5) कुछ नहीं।
13. बी०एम० धनवटे रामदास पेठ नागपुर।
(1) ह्मिअकु (2) 1978-79 (3) 89,400/-12,19,600 रु० (4) 28,936 रु० (5) कुछ नहीं।
14. श्री शामराव डी० धनवटे, रामदास पेठ, नागपुर।
(1) ह्मिअकु (2) 1978-79 (3) कोव विवरणों नहीं/17,02,900 रु० (4) 45,852 रु० (5) कुछ नहीं।
15. श्री यशवन्तराव डी० धनवटे, नागपुर।
(1) ह्मिअकु (2) 1978-79 (3) कोई विवरणों नहीं/23,60,200 रु० (4) 63,857 रु० (5) कुछ नहीं।
16. श्री शिवाजीराव बी० धनवटे, नागपुर।
(1) ह्मिअकु (2) 1978-79 (3) 1,49,620/24,85,130 रु० (4) 60,729 रु० (5) कुछ नहीं।
17. श्री शिवाजीराव बी० धनवटे, नागपुर।
(1) व्य (2) 1978-79 (3) 5,39,200/17,26,490 रु० (4) 46,677 रु० (5) कुछ नहीं।
18. श्रीमती ताराबाई एम० घटाटे, सिविल लाइन्स, नागपुर।
(1) व्यय (2) 1978-79 (3) 6,55,990/10,97,090 रु० (4) 16,177 रु० (5) 9,460 रु०
19. श्री एस० एम० घटाटे, सिविल लाइन्स, नागपुर।
(1) ह्मिअकु (2) 1978-79 (3) 7,46,370/12,90,840 रु० (4) 31,427 रु० (5) 16,634 रु०

20. श्री बी० डी० धनवटे, रामदास पेठ, नागपुर ।
(1) व्य (2) 1978-79 (3) 7,94,600/
28,56,400 रु० (4) 73,724 रु० (5) कुछ नहीं ।
21. श्री बी० डी० धनवटे, रामदासपेठ, नागपुर ।
(1) ह्रिअकु (2) 1978-79 (3) कोई विवरणी नहीं/
17,53,900 रु० (4) 47,637 रु० (5) कुछ नहीं ।
22. श्री मारोतराव डी० धनवटे, नागपुर ।
(1) व्य (2) 1978-79 (3) 7,21,800/
20,04,800 रु० (4) 43,915 रु० (5) कुछ नहीं ।
23. श्री कृष्णराव डी० धनवटे, नागपुर ।
(1) ह्रिअकु (2) 1978-79 (3) 1000/
20,20,700 रु० (4) 56,977 रु० (5) कुछ नहीं ।
24. श्री शंकरराव डी० धनवटे, नागपुर ।
(1) ह्रिअकु (2) 1978-79 (3) कोई विवरणी नहीं/
16,41,700 रु० (4) 43,709 रु० (5) कुछ नहीं ।
25. श्रीमती उमादेवी अग्रवाल, वर्धा ।
(1) व्य (2) 1982-83 (3) 24,58,100/
25,07,700 रु० (4) 79,133 रु० (5) 76,657 रु०
26. श्रीमती जानकी देवी बजाज, वर्धा ।
(1) व्य (2) 1982-83 (3) 18,64,500/
20,46,900 रु० (4) 56,097 रु० (5) 49,976 रु०
27. श्रीमती विमलादेवी बजाज, वर्धा ।
(1) व्य (2) 1982-83 (3) 37,97,700/
39,09,200 रु० (4) 1,49,210 रु० (5) 1,43,633 रु०
28. श्रीमती किरनदेवी बजाज, वर्धा ।
(1) व्य (2) 1982-83 (3) 15,50,700/
16,62,900 रु० (4) 36,905 रु० (5) 31,286 रु०
29. श्री गिरीश कुमार बजाज, वर्धा ।
(1) व्य (2) 1980-81 (3) 67,13,900/
69,19,400 रु० (4) 2,99,720 रु० (5) 2,89,747 रु०
30. श्रीमती कुमुद बजाज, वर्धा ।
(1) व्य (2) 1982-33 (3) 19,35,900/19,40,300
रु० (4) 50,762 रु० (5) 50,543 रु०
31. श्री राजीवनयन बजाज, वर्धा ।
(1) व्य (2) 1982-83 (3) 22,45,700/
27,46,600 रु० (4) 91,081 रु० (5) 66,033 रु०
32. श्री राहुल कुमार बजाज, वर्धा ।
(1) व्य (2) 1980-81 (3) 98,00,800/
1,00,22,300 रु० (4) 4,54,865 रु० (5)
4,43,791 रु०
33. श्रीमती सुनयला बजाज, वर्धा ।
(1) व्य (2) 1982-83 (3) 12,09,200/12,09,200
रु० (4) 20,028 रु० (5) 20,028 रु०
34. श्रीमती मिताक्षी देवी बजाज, वर्धा ।
(1) व्य (2) 1982-83 (3) 17,73,600/
18,33,400 रु० (4) 45,314 रु० (5) 42,429 रु०
35. श्री नीरजकुमार बजाज, वर्धा ।
(1) व्य (2) 1981-82 (3) 42,56,200/
48,53,100 रु० (4) 1,96,468 रु० (5) 1,66,561 रु०
36. श्री नीरजकुमार बजाज, वर्धा ।
(1) व्य (2) 1982-83 (3) 59,57,200/
60,78,800 रु० (4) 2,57,690 रु० (5) 2,51,606 रु०
37. श्री मधुरकुमार बजाज, वर्धा ।
(1) व्य (2) 1982-83 (3) 51,20,800/
52,76,900 रु० (4) 2,17,595 रु० (5) 2,09,791 रु०
38. श्री तरंगचन्द्र जैन, वर्धा ।
(1) व्य (2) 1982-83 (3) 12,46,400/
11,00,800 रु० (4) 16,772 रु० (5) 16,772 रु०
39. श्रीमती सुमनदेवी जैन, वर्धा ।
(1) व्य (2) 1981-82 (3) 39,74,200/
41,91,700 रु० (4) 1,63,338 रु० (5) 1,63,338
रु०
40. श्री अनुराग जैन, वर्धा ।
(1) व्य (2) 1981-82 (3) 15,71,500/
11,71,100 रु० (4) 18,880 रु० (5) 18,880 रु०
41. श्री गिरधर दास मथुरादास मोहता, हिंगनघाट ।
(1) व्य (2) 1982-83 (3) 5,63,900/
16,66,600 रु० (4) 37,080 रु० (5) 5,029 रु० ।
42. श्रीमती सरलादेवी ग्वालदास मोहता, हिंगनघाट ।
(1) व्य (2) 1982-83 (3) 8,93,305/
14,06,900 रु० (4) 26,036 रु० (5) 11,616 रु०
43. श्रीमती सूर्यशान्तादेवी रणछोड़दास मोहता, हिंगनघाट ।
(1) व्य (2) 1982-83 (3) 8,08,400/
12,93,900 रु० (4) 22,540 रु० (5) 9,918 रु०
44. श्रीमती शान्तादेवी गिरधरदास मोहता, हिंगनघाट ।
(1) व्य (2) 1982-83 (3) 8,82,200/
(4) 21,460 रु० (5) 11,392 रु०
45. श्री रणछोड़दास मथुरादास मोहता, हिंगनघाट ।
(1) व्य (2) 1982-83 (3) 1,81,000/
12,07,200 रु० (4) 19,966 रु० (5) 3,560 रु०
46. श्री विनोद कुमार रणछोड़दास मोहता, हिंगनघाट ।
(1) व्य (2) 1982-83 (3) 5,24,800/
11,24,300 रु० (4) 17,480 रु० (5) 6,245 रु०
47. श्री ग्वालदास मथुरादास मोहता, हिंगनघाट ।
(1) व्य (2) 1982-83 (3) 6,98,300/
16,98,300 रु० (4) 38,665 रु० (5) 7,716 रु०

48. श्री अरुणकुमार मोहता, हिंगनघाट ।
(1) व्य (2) 1982-83 (3) 6,39,600/
12,02,700 रु० (4) 19,831 रु० (5) 6,543 रु०
49. श्री कमलनयन बजाज, वर्धा ।
(1) हिअकु (2) 1982-83 (3) 33,11,700/
34,22,000 रु० (4) 1,44,352 रु० (5) 1,39,338 रु०
50. श्री मधुरकुमार बजाज, वर्धा ।
(1) हिअकु (2) 1982-83 (3) 43,16,800/
44,57,300 रु० (4) 1,96,618 रु० (5) 1,89,590 रु०
51. श्री मधुरकुमार बजाज, वर्धा ।
(1) हिअकु (2) 1981-82 (3) 30,94,700/
32,96,600 रु० (4) 1,38,581 रु० (5) 1,28,486 रु०
52. श्री मधुरकुमार बजाज, वर्धा ।
(1) हिअकु (2) 1980-81 (3) 23,61,400/
25,66,000 रु० (4) 1,02,049 रु० (5) 99,819 रु०
53. श्री नीरजकुमार बजाज, वर्धा ।
(1) हिअकु (2) 1982-83 (3) 21,19,100/
29,79,700 रु० (4) 1,22,738 रु० (5) 1,14,710 रु०
54. श्री रणछोडदास मथुरादास मोहता, हिंगनघाट ।
(1) हिअकु (2) 1982-83 (3) 5,38,300/
10,59,900 रु० (4) 26,744 रु० (5) 9,900 रु०
55. श्री ग्वालदास मथुरादास मोहता, हिंगनघाट ।
(1) हिअकु (2) 1982-83 (3) 6,43,600/
13,84,700 रु० (4) 42,995 रु० (5) 13,056 रु०
56. श्री गिरधरदास मथुरादास मोहता, हिंगनघाट ।
(1) हिअकु (2) 1982-83 (3) 3,81,100
10,93,100 रु० (4) 28,403 रु० (5) 6,373 रु०
57. श्री मधुरकुमार बजाज फैमली ट्रस्ट नं० 1, वर्धा ।
(1) व्य (न्यास) (2) 1982-83 (3) 20,38,300/
20,38,300 रु० (4) 61,149 रु० (5) 71,149 रु०
58. श्री संजीवनन बजाज ट्रस्ट नं० 2, वर्धा ।
(1) व्य (न्यास) (2) 1982-83 (3) 10,11,500/
10,11,500 रु० (4) 30,344 रु० (5) 30,344 रु०
59. श्री शिशिरकुमार बजाज फैमली ट्रस्ट, वर्धा ।
(1) व्य (न्यास) (2) 1982-83 (3) 12,11,600/
12,11,600 रु० (4) 36,350 रु० (5) 36,350 रु०
60. श्री शेखरकुमार बजाज फैमली ट्रस्ट, वर्धा ।
(1) व्य (न्यास) (2) 1982-83 (3) 26,54,800/
26,54,800 रु० (4) 86,490 रु० (5) 86,490 रु०
61. श्री राजेशकुमार पोरवाल, कामठी ।
(1) व्यय (2) 1979-80 (3) 5,55,880/11,90,
700 रु० (4) 18,518 रु० (5) 4,590 रु०
62. श्री संजीवकुमार पोरवाल, कामठी ।
(1) व्य (2) 1979-80 (3) 4,63,120/11,49,800
रु० (4) 17,495 रु० (5) 3381 रु०
63. श्री सुनीलकुमार एन० पोरवाल, कामठी ।
(1) व्य (2) 1979-80 (3) 4,81,760/11,21,600
रु० (4) 16,790 रु० (5) 3,567 रु०
64. श्री राकेशकुमार पोरवाल, कामठी ।
(1) व्य (2) 1979-80 (3) 5,02,736/11,33,176
रु० (4) 17,130 रु० (5) 3,743 रु०
65. श्री सतीशकुमार एम० साहू, नागपुर ।
(1) व्य (2) 1980-81 (3) 12,77,500/12,77,500
रु० (4) 21,925 रु० (5) 21,925 रु०
66. श्री सतीशकुमार एम० साहू, नागपुर ।
(1) व्य (2) 1981-82 (3) 16,62,270/16,62,270 रु०
(4) 36,878 रु० (5) 36,878 रु०
67. श्री सुरेशकुमार एम० साहू, नागपुर ।
(1) व्य (2) 1981-82 (3) 12,11,840/12,11,840
रु० (4) 20,106 रु० (5) 20,106 रु०
68. श्री सुरेन्द्र सिंह अलम, नागपुर ।
(1) व्य (2) 1980-81 (3) 10,00,000/10,03,900
रु० (4) 13,867 रु० (5) 13,867 रु०
69. श्री रामवल्लभ पुरनमलजी हेडा, अमरावती ।
(1) हिअकु (2) 1982-83 (3) 10,75,100/
10,75,100 रु० (4) 26,195 रु० (5) 26,400 रु०
70. श्रीमती पनाबाई एस० कोठारी, नान्पुरा ।
(1) व्य (2) 1982-83 (3) 13,98,942/15,86,192
रु० (4) 31,486 रु० (5) 31,486 रु०
71. श्री डी० आर० दलाल, वाई नं० 16, बुलढाणा ।
(1) हिअकु (2) 1982-83 (3) 11,48,900/
11,48,900 रु० (4) 29,710 रु० (5) 29,710 रु०
72. श्री अनुराग जैन, वर्धा ।
(1) व्य (2) 1982-83 (3) 14,11,000/12,66,100
रु० (4) 21,786 रु० (5) 21,768 रु०

[फा० सं० तक्र० एवं ज सम्प/287/42-ए/83-84]

केदार माथ, आयकर आयुक्त

S.O.4071--Following is the list of persons who have been assessed to net wealth over Rs. 10 lakhs during the Financial Year 1982-83 Indicating (i) Status 'I' for Individuals and 'H' for HUEs, 'AOP' for Association of persons and 'T' for Trusts (ii) Assessment year (iii) for wealth returned/wealth assessed (iv) for tax payable by the assesseees (v) Tax paid by the assesseees:

1. Smt. Varshaben Prafull Patel, Rail Toly, Gondia.

- (i) I (ii) 1982-83 (iii) Rs. 15,83,800/16,05,809
(iv) Rs. 32,419 (v) Rs. 32,419.
2. Shri E.C. Edulji, Nagpur.
(i) I (ii) 1982-83 (iii) Rs. 13,98,058/13,98,100
(iv) Rs. 25,693 (v) Rs. 25,690.
3. Shri V.K. Buty, Nagpur.
(i) I (ii) 1981-82 (iii) Rs. 9,76,668/Rs. 10,17,870.
(iv) Rs. 14,630 (v) Nil.
4. Smt. Sumitrabai Buty, Nagpur.
(i) I (ii) 1981-82 (iii) Rs. 7,56,900/12,10,510 (iv)
Rs. 20,690 (v) Rs. 16,690.
5. Smt. Sumitrabai Buty, Nagpur.
(i) I (ii) 1982-83 (iii) Rs. 10,82,200/15,72,420
(iv) Rs. 34,080 (v) Rs. 15,740.
6. Shri V.K. Buty, Nagpur.
(i) I (ii) 1982-83 (iii) Rs. 12,55,800/12,71,050
(iv) Rs. 22,250 (v) Rs. 20,790.
7. Smt. Kanchan Buty, Nagpur.
(i) I (ii) 1982-83 (iii) Rs. 10,78,400/11,03,400.
(iv) Rs. 13,850 (v) Rs. 15,640.
8. Shri Premraj Gupta, Kanhan.
(i) H (ii) 1978-79 (iii) Rs. 80,100/11,90,650.
(iv) Rs. 27,922 (v) Rs. Nil.
9. Shri Milind Chitnavis, Chitnavispura, Nagpur.
(i) I (ii) 1982-83 (iii) Rs. 12,51,600/Rs. 12,30,934
(iv) Rs. 20,660 (v) Rs. 20,660.
10. Executor of the Will of Late Shri M.G. Chitnavis,
Nagpur.
(i) I (ii) 1982-83 (iii) Rs. 12,69,400/12,48,200,
(iv) Rs. 21,200 (v) Rs. 21,200.
11. R.S.S.K. Kendriya Artha Vibhag, Mahal, Nagpur.
(i) AOP (ii) 1978-79 (iii) Nil/Rs. 16,83,576.
(iv) Rs. 32,677 (v) Nil.
12. R.S.S. Kendriya Artha Vibhag, Mahal, Nagpur.
(i) AOP (ii) 1979-80 (iii) Nil/Rs. 17,14,526 (iv)
Rs. 33,759 (v) Nil.
13. V.M. Dhanwatey, Ramdaspath, Nagpur.
(i) H (ii) 1978-79 (iii) Rs. 89,400/Rs. 12,19,600
(iv) Rs. 28,936 (v) Nil.
14. Shri Shamrao D. Dhanwatey, Ramadaspath,
Nagpur.
(i) H (ii) 1978-79 (iii) No Return/Rs. 17,02,900
(iv) Rs. 45,852 (v) Nil.
15. Shri Yashwantrao D. Dhanwatey, Nagpur.
(i) H (ii) 1978-79 (iii) No Return/Rs. 23,60,200
(iv) Rs. 68,857 (v) Nil.
16. Shri Shivajirao V. Dhanwatey, Nagpur.
(i) H (ii) 1978-79 (iii) Rs. 1,49,620/Rs. 24,85,130
(iv) Rs. 60,729 (v) Nil.
17. Shri Shivajirao V. Dhanwatey, Nagpur.
(i) I (ii) 1978-79 (iii) Rs. 5,38,200/17,27,490
(iv) Rs. 46,677 (v) Nil.
18. Smt. Tarabai M. Ghatate, Civil Lines, Nagpur.
(i) I (ii) 1978-79 (iii) Rs. 6,55,990/10,97,090
(iv) Rs. 16,177 (v) Rs. 9,460.
19. Shri S.M. Ghatate, Civil Lines, Nagpur.
(i) H (ii) 1978-79 (iii) Rs. 7,46,370/12,90,840
(iv) Rs. 31,427 (v) Rs. 16,634.
20. Shri V.D. Dhanwatey, Ramdaspath, Nagpur.
(i) I (ii) 1978-79 (iii) Rs. 7,94,600/28,56,400,
(iv) Rs. 73,724 (v) Nil.
21. Shri V.D. Dhanwatey, Ramdaspath, Nagpur.
(i) H (ii) 1978-79 (iii) No Return/Rs. 17,53,900
(iv) Rs. 47,637 (v) Nil.
22. Shri Marotrao D. Dhanwatey, Nagpur.
(i) I (ii) 1978-79 (iii) Rs. 7,21,800/20,04,800
(iv) Rs. 43,915 (v) Nil.
23. Shri Krishnarao D. Dhanwatey, Nagpur.
(i) H (ii) 1978-79 (iii) Rs. 1,000/20,02,700, (iv)
Rs. 56,977 (v) Rs. Nil.
24. Shri Shankarrao D. Dhanwatey, Nagpur.
(i) H (ii) 1978-79 (iii) No Return/Rs. 16,41,700,
(iv) Rs. 43,709 (v) Nil.
25. Smt. Umadevi Agrawal, Wardha.
(i) I (ii) 1982-83 (iii) Rs. 24,58,100/25,07,700 (iv)
Rs. 79,133 (v) Rs. 76,657.
26. Smt. Jankidevi Bajaj, Wardha.
(i) I (ii) 1982-83 (iii) Rs. 18,64,500/20,46,900 (iv)
Rs. 56,097 (v) Rs. 49,976.
27. Smt. Vimaladevi Bajaj, Wardha.
(i) I (ii) 1982-83 (iii) Rs. 37,97,700/39,09,200
(iv) Rs. 1,49,210 (v) Rs. 1,43,633.
28. Smt. Kirandevi Bajaj, Wardha.
(i) I (ii) 1982-83 (iii) Rs. 15,50,700/Rs. 16,62,900
(iv) Rs. 36,905 (v) Rs. 31,286.
29. Shri Shishirkumar Bajaj, Wardha.
(i) I (ii) 1980-81 (iii) Rs. 67,19,900/69,19,400.
(iv) Rs. 2,99,720 (v) Rs. 2,89,747.
30. Smt. Kumud Bajaj Wardha.
(i) I (ii) 1982-83 (iii) Rs. 19,35,900/19,40,300
(iv) Rs. 50,762 (v) Rs. 50,543.
31. Shri Rajivnayan, Bajaj, Wardha.
(i) I (ii) 1982-83 (iii) Rs. 22,45,700/Rs. 27,46,600
(iv) Rs. 91,081 (v) Rs. 66,033.
32. Shri Ranulkumar Bajaj, Wardha.
(i) I (ii) 1980-81 (iii) Rs. 98,00,800/1,00,22,300
(iv) Rs. 4,54,865 (v) Rs. 4,43,791.

33. Smt. Sunayana Bajaj, Wardha.
(i) I (ii) 1982-83 (iii) Rs. 12,09,200/Rs. 12,09,200
(iv) Rs. 20,028 (v) Rs. 20,028.
34. Smt. Minakshidevi Bajaj, Wardha.
(i) I (ii) 1982-83 (iii) Rs. 17,73,600/18,33,400
(iv) Rs. 45,314 (v) Rs. 42,429.
35. Shri Nirajkumar Bajaj, Wardha.
(i) I (ii) 1981-82 (iii) Rs. 42,56,200/48,53,100
(iv) Rs. 1,96,468 (v) Rs. 1,66,561.
36. Shri Niraj Kumar Bajaj, Wardha.
(i) I (ii) 1982-83 (iii) Rs. 59,57,200/60,78,800
(iv) Rs. 2,51,900 (v) Rs. 2,51,606.
37. Shri Madhirkumar Bajaj, Wardha.
(i) I (ii) 1982-83 (iii) Rs. 51,20,800/52,76,900
(iv) Rs. 2,17,595 (v) Rs. 2,09,791.
38. Shri Tarangchandra Jain, Wardha.
(i) I (ii) 1982-83 (iii) Rs. 12,46,400/11,00,800
(iv) Rs. 16,772 (v) Rs. 16,772.
39. Smt. Sumandevi Jain, Wardha.
(i) I (ii) 1981-82 (iii) Rs. 39,74,200/Rs. 41,91,700
(iv) Rs. 1,63,338 (v) Rs. 1,63,338.
40. Shri Anurang Jain, Wardha.
(i) I (ii) 1981-82 (iii) Rs. 15,71,500/11,71,100
(iv) Rs. 18,880 (v) Rs. 18,880.
41. Shri Girdhardas Mathuradas Mohata, Hinganghat.
(i) I (ii) 1982-83 (iii) Rs. 5,63,900/Rs. 16,66,600
(iv) Rs. 37,080 (v) Rs. 5,029.
42. Smt. Saraladevi Gwalidas Mohata, Hinganghat.
(i) I (ii) 1982-83 (iii) Rs. 8,93,305/Rs. 14,06,900
(iv) Rs. 26,036 (v) Rs. 11,616.
43. Smt. Suryakantadevi Ranchchoddas Mohata, Hinganghat.
(i) I (ii) 1982-83 (iii) Rs. 8,08,400/Rs. 12,93,900
(iv) Rs. 22,540 (v) Rs. 9,918.
44. Smt. Shantadevi Girdhardas Mohata, Hinganghat.
(i) I (ii) 1982-83 (iii) Rs. 8,82,200/Rs. 12,57,000
(iv) Rs. 21,460 (v) Rs. 11,392.
45. Shri Ranchchoddas Mathuradas Mohata, Hinganghat.
(i) I (ii) 1982-83 (iii) Rs. 4,81,000/Rs. 12,07,200
(iv) Rs. 19,966 (v) Rs. 3,560.
46. Shri Vinodkumar Ranchchoddas Mohata, Hinganghat.
(i) I (ii) 1982-83 (iii) Rs. 5,24,800/Rs. 11,24,300
(iv) Rs. 17,480 (v) Rs. 6,245.
47. Shri Gwalidas Mathuradas Mohata, Hinganghat.
(i) I (ii) 1982-83 (iii) Rs. 6,98,300/Rs. 16,98,300
(iv) Rs. 38,665 (v) Rs. 7,716.
48. Shri Arunkumar Mohata, Hinganghat.
(i) I (ii) 1982-83 (iii) Rs. 6,39,600/Rs. 12,02,700
(iv) Rs. 19,831 (v) Rs. 6,543.
49. Shri Kamalnayan Bajaj, Wardha.
(i) H (ii) 1982-83 (iii) Rs. 33,11,700/Rs. 34,22,000
(iv) Rs. 1,44,352 (v) Rs. 1,39,338.
50. Shri Madhirkumar Bajaj Wardha.
(i) H (ii) 1982-83 (iii) Rs. 43,16,800/Rs. 44,57,300
(iv) Rs. 1,96,618 (v) Rs. 1,89,590.
51. Shri Madhirkumar Bajaj Wardha.
(i) H (ii) 1981-82 (iii) Rs. 30,94,700/Rs. 32,96,600
(iv) Rs. 1,38,581 (v) Rs. 1,28,486.
52. Shri Madhirkumar Bajaj Wardha.
(i) H (ii) 1980-81 (iii) Rs. 23,61,400/Rs. 25,66,000
(iv) Rs. 1,02,049 (v) Rs. 99,819.
53. Shri Nirajkumar Bajaj, Wardha.
(i) H (ii) 1982-83 (iii) Rs. 21,19,100/Rs. 29,79,700
(iv) Rs. 1,22,738 (v) Rs. 1,14,710.
54. Shri Ranchchoddas Mathuradas Mohata, Hinganghat.
(i) H (ii) 1982-83 (iii) Rs. 5,38,500/Rs. 10,59,900
(iv) Rs. 26,744 (v) Rs. 9,900.
55. Shri Gwalidas Mathuradas Mohata, Hinganghat.
(i) H (ii) 1982-83 (iii) Rs. 6,43,600/Rs. 13,84,700
(iv) Rs. 42,995 (v) Rs. 13,056.
56. Shri Girdhardas Mathuradas Mohata, Hinganghat.
(i) H (ii) 1982-83 (iii) Rs. 3,81,100/Rs. 10,93,100
(iv) Rs. 28,403 (v) Rs. 6,373.
57. Shri Madhirkumar Bajaj Family Trust No. 1, Wardha.
(i) I (Trust) (ii) 1982-83 (iii) Rs. 20,38,300/Rs. 20,38,300 (iv) Rs. 61,149 (v) Rs. 61,149.
58. Shri Sanjivanayan Bajaj Trust No. 2, Wardha.
(i) I (Trust) (ii) 1982-83 (iii) Rs. 10,11,500/Rs. 10,11,500 (iv) Rs. 30,344 (v) Rs. 30,344.
59. Shri Shishirkumar Bajaj Family Trust Wardha.
(i) I (Trust) (ii) 1982-83 (iii) Rs. 12,11,600/Rs. 12,11,600 (iv) Rs. 36,350 (v) Rs. 36,350.
60. Shri Snekharkumar Bajaj Family Trust, Wardha.
(i) I (Trust) (ii) 1982-83 (iii) Rs. 26,54,800/Rs. 26,54,800 (iv) Rs. 86,490 (v) Rs. 86,490.
61. Shri Rajeshkumar Porwal, Kamptee.
(i) I (ii) 1979-80 (iii) Rs. 5,55,880/Rs. 11,90,700
(iv) Rs. 18,518 (v) Rs. 4,590.
62. Shri Sanjay kumar Porwal, Kamptee.
(i) I (ii) 1979-80 (iii) Rs. 4,63,120/Rs. 11,49,800
(iv) Rs. 17,495 (v) Rs. 3,381.
63. Shri Sunilkumar N. Porwal, Kamptee.
(i) I (ii) 1979-80 (iii) Rs. 4,81,760/Rs. 11,21,600
(iv) Rs. 16,790 (v) Rs. 3,567.
64. Shri Rakeshkumar Porwal, Kamptee.
(i) I (ii) 1979-80 (iii) Rs. 5,02,736/Rs. 11,33,176
(iv) Rs. 17,130 (v) Rs. 3,743.

65. Shri Satish Kumar M. Sahu, Nagpur.
(i) I (ii) 1980-81 (iii) Rs. 12,77,500/Rs. 12,77,500
(iv) Rs. 21,925 (v) Rs. 21,925.
66. Shri Satish kumar M. Sadhu, Nagpur
(i) I (ii) 1981-82 (iii) Rs. 16,62,270/Rs. 16,62,270
(iv) Rs. 36,878 (v) Rs. 36,878.
67. Shri Sureshkumar M. Sahu, Nagpur.
(i) I (ii) 1981-82 (iii) Rs. 12,11,840/Rs. 12,11,840
(iv) Rs. 20,106 (v) Rs. 20,106.
68. Shri Surinder singh Alag, Nagpur.
(i) I (ii) 1980-81 (iii) Rs. 10,00,000/Rs. 10,03,900
(iv) Rs. 13,867 (v) Rs. 13,867.
69. Shri Ramvallabha Puranmalji Heda, Amravati.
(i) H (ii) 1982-83 (iii) Rs. 10,75,100/Rs. 10,75,100
(iv) Rs. 26,195 (v) Rs. 26,400.
70. Smt. Panabai S. Kothari, Nandura.
(i) I (ii) 1982-83 (iii) Rs. 13,98,942/Rs. 15,86,192
(iv) Rs. 31,486 (v) Rs. 31,486.
71. Shri D. R. Dalal, Ward No. 16, Buldhana.
(i) H (ii) 1982-83 (iii) Rs. 11,48,300/Rs. 11,48,900
(iv) Rs. 29,710 (v) Rs. 29,710.
72. Shri Anurang Jain, Wardha.
(i) I (ii) 1982-83 (iii) Rs. 14,11,000/Rs. 12,66,100
(iv) Rs. 21,768 (v) Rs. 21,768.

[No. F. No. Tech & PR/287/42—A/83-84]
KEDAR NATH, Commissioner of Income-tax

वाणिज्य मंत्रालय

आदेश

नई दिल्ली, 29 अक्टूबर, 1983

का० आ० 4072.—भारत के निर्यात व्यापार के विकास के लिए सेफ्टी रेजर ब्लेड निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन लाने के लिए कतिपय प्रस्ताव निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उप-नियम (2) की अपेक्षाानुसार, भारत सरकार के वाणिज्य मंत्रालय के आदेश संख्या का० आ० 1971, तारीख 30 अप्रैल, 1903 के अधीन भारत के राजपत्र, भाग 2, खण्ड 3 उप-खण्ड (ii), तारीख 30 अप्रैल, 1983 में प्रकाशित किए गए थे;

और उक्त आदेश के राजपत्र में प्रकाशित होने के पैंतालीस दिन के भीतर उन सभी व्यक्तियों से आक्षेप और सुझाव मांगे गए थे, जिसके उनसे प्रभावित होने की संभावना थी;

और उक्त राजपत्र की प्रतियां जनता को 7 मई, 1983 को उपलब्ध करा दी गयी थी;

और केन्द्रीय सरकार ने उक्त प्रारूप प्रस्ताव पर जनता से प्राप्त आक्षेपों और सुझावों पर विचार कर लिया है;

अतः, अब, केन्द्रीय सरकार की निर्यात निरीक्षण परिषद् से परामर्श करने के पश्चात् यह राय होने पर कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक

और समीचीन है, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए,

(1) अधिसूचित करती है कि सेफ्टी रेजर ब्लेड निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होंगे;

(2) सेफ्टी रेजर ब्लेड का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1983 के अनुसार क्वालिटी नियंत्रण और निरीक्षण प्रकार की क्वालिटी नियंत्रण और निरीक्षण के ऐसे प्रकार के रूप में विनिर्दिष्ट करती है जो निर्यात से पूर्व ऐसे सेफ्टी रेजर ब्लेडों पर लागू होंगा;

(3) राष्ट्रीय और अन्तर्राष्ट्रीय मानकों और निर्यात निरीक्षण परिषद् द्वारा मान्यता प्राप्त अन्य निकायों के मानकों को सेफ्टी रेजर ब्लेड के लिए मानक विनिर्देशों के रूप में मान्यता देती है;

(4) अन्तर्राष्ट्रीय व्यापार के दौरान सेफ्टी रेजर ब्लेड के निर्यात को तब तक प्रतिषिद्ध करती है जब तक कि उनके साथ निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम 1963 (1963 का 22) की धारा 7 के अधीन स्थापित या मान्यता प्राप्त अभिकरणों में से किसी एक द्वारा जारी किया गया इस आशय का प्रमाणपत्र न हो कि ऐसे सेफ्टी रेजर ब्लेड का परेपण क्वालिटी नियंत्रण और निरीक्षण से संबंधित शर्तों को पूरा करता है और निर्यात योग्य है या उन पर उक्त अधिनियम की धारा 8 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त चिन्ह या सील लगा है;

2. इस आदेश की कोई भी बात भावी क़ेताओं को भूमि समुद्री या वायु मार्ग द्वारा सेफ्टी रेजर ब्लेड के ऐसे वास्तविक नमूनों के जिनका मूल्य 250 रु० से अधिक नहीं होगा निर्यात को लागू नहीं होगी।

3. इस आदेश में "सेफ्टी रेजर ब्लेड" से दाढ़ी बनाने वाले केवल बुधारे सेफ्टी रेजर ब्लेड अभिप्रेत है।

4. यह आदेश राजपत्र के प्रकाशन की तारीख को प्रवृत्त होंगे।

[फाईल सं० 6(1)/82 ई० आई० एण्ड ई० पी०]

MINISTRY OF COMMERCE

ORDER

New Delhi, the 29th October, 1983

S.O. 4072.—Whereas for the development of the export trade of India certain proposals for subjecting Safety Razor Blades to quality control and inspection prior to export were published as required by Sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964, in the Gazette of India, Part II—Section 3, Sub-Section (ii), dated the 30th April, 1983 under the Order of the Government of India in the Ministry of Commerce No. S.O. 1971, dated the 30th April, 1983;

And whereas the objections and suggestions were invited from all persons likely to be affected thereby with 45 days of the publication of the said Order in the Official Gazette;

And whereas the copies of the said Gazette were made available to the public on the 7th May, 1983;

And whereas the objections and suggestions received from the public on the said draft proposals have been considered by the Central Government;

Now, therefore, the Central Government, after consulting the Export Inspection Council, being of opinion that it is necessary and expedient so to do for the development of Export trade of India, in exercise of the powers conferred by Section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), hereby—

- (1) notifies that the Safety Razor Blades shall be subject to quality control and inspection prior to export;
- (2) specifies the type of quality control and inspection in accordance with the export of Safety Razor Blades (Quality Control and Inspection) Rules, 1983, as the type of quality control and inspection which would be applied to such Safety Razor Blades prior to export;
- (2) recognises National and International Standards and standards of other bodies recognised by the Export Inspection Council, as the standard specifications for the Safety Razor Blades; and
- (4) prohibits the export in the course of International Trades of Safety Razor Blades unless the same are accompanied by a certificate issued by any one of the Agencies recognised or established under section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), to the effect that the consignment of Safety Razor Blades satisfies the conditions relating to its quality control and inspection and are exportworthy or carry mark or seal recognised by the Central Government under section 8 of the said Act.

2. Nothing in this Order shall apply to the export by land, sea or air of bonafides samples value not exceeding Rs. 250 of the Safety Razor Blades to prospective buyers.

3. In this Order, "Safety Razor Blades" shall mean double edged Safety Razor Blades used for shaving.

4. This Order shall come into force on the date of its publication in the Official Gazette.

[F. No. 6(1)/82-EI&EP]

नई दिल्ली, 29 अक्टूबर, 1983

का० आ० 4073.—केंद्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित नियम बनाती है, अर्थात् :—

1. संक्षिप्त नाम और पदनाम—(1) इन नियमों का संक्षिप्त नाम सेफ्टी रेजर ब्लेडों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1963 है,

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. परिभाषाएं :—इन नियमों में जब तक कि संदर्भ से अन्यथा अपेक्षित न हो,

(क) "अधिनियम" से निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है;

(ख) "अभिकरण" से अधिनियम की धारा 7 के अधीन बम्बई, कलकत्ता, कोचीन, दिल्ली और मद्रास में स्थापित निर्यात निरीक्षण अभिकरणों में से कोई अभिप्रेत है;

(ग) "परिषद्" से अधिनियम की धारा 3 के अधीन स्थापित निर्यात निरीक्षण परिषद् अभिप्रेत है;

(घ) "सेफ्टी रेजर ब्लेड" से दाढ़ी बनाने के लिए प्रयोग किए जाने वाले दुधारे सेफ्टी रेजर ब्लेड अभिप्रेत है;

3. निरीक्षण का आधार—निर्यात के लिए सेफ्टी रेजर ब्लेड का निरीक्षण इस दृष्टि से किया जाएगा कि सेफ्टी रेजर ब्लेड अधिनियम की धारा 6 के अधीन केंद्रीय सरकार द्वारा मान्यता प्राप्त विनिर्देशों के अर्थात् राष्ट्रीय और अंतर्राष्ट्रीय मानकों तथा निर्यात निरीक्षण परिषद् द्वारा मान्यता प्राप्त अन्य निकायों के मानकों के अनुरूप है :—

(क) ऐसा यह सुनिश्चित करके किया जाएगा कि उत्पादों का विनिर्माण निरीक्षण की उत्पादन के दौरान क्वालिटी नियंत्रण प्रणाली के अधीन आने वाली यूनिटों के संबंध में इस अधिसूचना के उपबंध- I में यथा विनिर्दिष्ट उत्पादन के दौरान आवश्यक क्वालिटी नियंत्रण का प्रयोग करके किया गया है।

(ख) ऐसा निरीक्षण की परीक्षणानुसार प्रणाली के अधीन आने वाली यूनिटों के संबंध में इस अधिसूचना के उपबंध-II में विनिर्दिष्ट ढंग से किए गए निरीक्षण और परीक्षण के आधार पर किया गया है।

4. निरीक्षण की प्रक्रिया—(1) सेफ्टी रेजर ब्लेड के परीक्षण का निर्यात करने का इच्छुक निर्यातकर्ता संविदात्मक विनिर्देश का ब्योरा देते हुए, अभिकरण को लिखित सूचना देगा जिससे अभिकरण नियम 3 के अनुसार निरीक्षण कर सके।

(2) ऐसे सेफ्टी रेजर ब्लेडों के निर्यात के लिए जिनका विनिर्माण उपबंध-I में अधिकथित उत्पादन के दौरान पर्याप्त क्वालिटी नियंत्रण का प्रयोग करके और परिषद् द्वारा इस प्रयोजन के लिए गठित विशेषज्ञों के पैनल द्वारा यह न्याय निर्यात करके कि उत्पादन के दौरान यूनिट में पर्याप्त क्वालिटी नियंत्रण मिले है, किया गया है, निर्यातकर्ता उप-नियम (1) में उल्लिखित सूचना के साथ यह घोषणा भी देगा कि निर्यात के लिए आशयित सेफ्टी रेजर ब्लेडों के परीक्षण का विनिर्माण उपबंध-II में अधिकथित पर्याप्त क्वालिटी नियंत्रणों का प्रयोग करके किया गया है और परीक्षण इस प्रयोजन के लिए मान्यता-प्राप्त मानक विनिर्देशों के अनुरूप है।

(3) निर्यातकर्ता अभिकरण को निर्यात किए जाने वाले परीक्षण पर लगाए जाने वाले पहचान चिन्ह भी देगा।

(4) उप-नियम (1) के अधीन प्रत्येक सूचना विनिर्माता के परिसर से परीक्षण के भेजे जाने से कम से कम सात दिन पूर्व दी जाएगी, जब कि उप नियम (2) के अधीन घोषणा सहित सूचना विनिर्माता के परिसर से परीक्षण के भेजे जाने से कम से कम तीन दिन पूर्व दी जाएगी।

(5) उप नियम (1) के अधीन सूचना और उप नियम (2) के अधीन घोषणा के, यदि कोई हो, प्राप्त होने पर अभिकरण—

(क) (1) अपना यह समाधान कर लेने पर कि विनिर्माण की प्रक्रिया के दौरान विनिर्माता ने उपाबंध-1 में अधिकथित पर्याप्त क्वालिटी नियंत्रणों का प्रयोग किया है और इस प्रयोजन के लिए मान्यता प्राप्त मानक विनिर्देशों के अनुरूप उत्पादन का विनिर्माण करने के संबंध में परिषद् या अभिकरण द्वारा जारी किए गए अनुदेशों, यदि कोई हो, का पालन किया है, तीन दिन के भीतर यह घोषणा करते हुए प्रमाण पत्र जारी करेगा कि सेफ्टी रेजर ब्लेड का परेषण निर्यात योग्य है।

(2) जहां विनिर्माता निर्यातकर्ता नहीं है, वहां भी परेषण का भौतिक रूप से सत्यापन किया जाएगा और ऐसा सत्यापन और या निरीक्षण यदि आवश्यक हो, अभिकरण द्वारा यह सुनिश्चित करने के लिए किया जाएगा कि उपरोक्त शर्तों का पालन किया गया है।

(3) अभिकरण निर्यात के लिए आशयित कुछ परेषणों की स्थल पर ही जाँच करेगा और विनिर्माण एककों द्वारा अपनाई गई उत्पादन के दौरान क्वालिटी नियंत्रण ड्रिलों की पर्याप्तता का सत्यापन करने के लिए नियमित अंतरालों पर विनिर्माण एकक में आएगा।

(4) यदि यह पाया जाता है कि विनिर्माण एकक ने विनिर्माण के किसी भी प्रक्रम पर अपेक्षित क्वालिटी नियंत्रण उपायों का प्रयोग नहीं किया है या परिषद् या अभिकरण की सिफारिशों का अनुपालन नहीं किया है, तो यह घोषणा कर दी जाएगी कि यूनिट के पास उत्पादन के दौरान पर्याप्त क्वालिटी नियंत्रण ड्रिलें नहीं हैं और ऐसे मामलों में यदि यूनिट ऐसा चाहे तो उत्पादन के दौरान क्वालिटी नियंत्रण ड्रिलों की पर्याप्तता को बनाए रखने के अधिनिर्णय के लिए फिर से आवेदन करेगा।

(ख) जहां निर्यातकर्ता ने उप-नियम (2) के अधीन यह घोषित नहीं किया है कि उपाबंध-I में अधिकथित पर्याप्त क्वालिटी नियंत्रण का प्रयोग किया गया है वहां अपना यह समाधान करने पर कि सेफ्टी रेजर ब्लेड का परेषण इस प्रयोजन के लिए मान्यता प्राप्त मानक विनिर्देशों के अनुरूप है उपाबंध-II- में यथा अधिकथित किए गए निरीक्षण और परीक्षण के आधार पर ऐसे किए गए निरीक्षण के सात दिन के भीतर यह घोषित करते हुए, प्रमाण-पत्र जारी करेगा कि सेफ्टी रेजर कोड का परेषण निर्यात योग्य है:

परन्तु यह अभिकरण का इस प्रकार समाधान नहीं होता है वहां वह यह घोषित करते हुए कि सेफ्टी रेजर ब्लेड का परेषण निर्यात योग्य है, प्रमाण-पत्र जारी करने से इंकार कर देगा और ऐसे इंकार की जाने की सूचना निर्यातकर्ता को उसके कारणों सहित सात दिनों के भीतर दे दी जाएगी:

(ग) (1) उस दशा में जहां विनिर्माता उपनियम (5) (क) के अधीन निर्यातकर्ता नहीं है या परेषण

का उप-नियम (5) (ख) के अधीन निरीक्षण नहीं किया गया है, वहां अभिकरण निरीक्षण की समाप्ति के पश्चात् तुरन्त परेषण में से पैकेजों को इस रीति से मुहरबंद करेगा कि जिससे यह सुनिश्चित हो जाए कि मुहरबंद पैकेजों से छेड़छाड़ नहीं की जा सकती है।

(2) परेषण के अस्वीकृत किए जाने की दशा में यदि निर्यातकर्ता ऐसा चाहे तो परेषण, अभिकरण द्वारा मुहरबंद नहीं किया जाएगा परन्तु ऐसे मामलों में निर्यातकर्ता अस्वीकृति के विरुद्ध अपील करने का हकदार नहीं होगा।

5. निरीक्षण का स्थान:—इन नियमों के अधीन प्रत्येक निरीक्षण (क) ऐसे उत्पादों के विनिर्माता के परिसर पर, या (ख) उन परिसरों पर किया जाएगा जहां निर्यातकर्ता द्वारा माल प्रस्तुत किया जाता है परन्तु यह तब तक कि वहां निरीक्षण के लिए अपेक्षित सुविधाएं विद्यमान हों।

6. निरीक्षण फीस:—यथास्थिति विनिर्माताओं या निर्यातकर्ताओं द्वारा अभिकरण को निरीक्षण फीस निम्नानुसार दी जाएगी:—

(i) (क) उत्पादन के दौरान क्वालिटी नियंत्रण स्कीम के अधीन निर्यात करने के लिए न्यूनतम 20/- रुपए प्रति परेषण के अधीन रहते हुए, पोत पर्यन्त निःशुल्क मूल्य के 0.2 प्रतिशत की दर से।

(ख) परेषणधार निरीक्षण के अधीन निर्यात करने के लिए न्यूनतम 20/- रुपए परेषण के अधीन रहते हुए, पोत पर्यन्त निःशुल्क मूल्य के 0.4 प्रतिशत की दर से।

(ग) उत्पादन के दौरान क्वालिटी नियंत्रण एककों द्वारा विनिर्मित मर्दों के निर्यात तथा मर्चेंट निर्यातकर्ताओं द्वारा निर्यात की गयी मर्दों के लिए न्यूनतम 20 रुपए प्रति परेषण के अधीन रहते हुए, पोत पर्यन्त निःशुल्क मूल्य के 0.33 प्रतिशत की दर से।

(ii) यथास्थिति उन विनिर्माताओं या निर्यातकर्ताओं के लिए जो राज्यों या संघ राज्य क्षेत्रों की संबंधित सरकारों के पास लघु उद्योग विनिर्माण एककों के रूप में रजिस्ट्रीकृत हैं, प्रति परेषण कम से कम 20/- रुपए के अधीन रहते हुए (क) और (ख) के लिए क्रमशः 0.18 प्रतिशत और 0.36 प्रतिशत की दर से होगी।

7. मान्यता प्राप्त चिह्न का चिपकाना और उसकी प्रक्रिया भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम, 1952 (1952 का 36) भारतीय मानक संस्था (प्रमाणन चिह्न) नियम, 1955 और भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम, 1955 के उपबंध निर्यात से पूर्व सेफ्टी रेजर ब्लेडों पर मान्यता प्राप्त चिह्न या सील चिपकाने के संबंध में यथा

संभव लागू होंगे और इस प्रकार चिह्नित सेफटी रेजर ब्लेड निर्यात से पूर्व नियम 3 के अधीन किसी भी निरीक्षण के अधीन नहीं होंगे।

8. अपील:—(1) नियम 4 के उपनियम (5) के अधीन अभिक्रमण द्वारा प्रमाणपत्र जारी करने से इंकार करने से व्यथित कोई व्यक्ति ऐसे इंकार की जाने की सूचना प्राप्त होने के दस दिन के भीतर इस प्रयोजन के लिए गठित विशेषज्ञों के पैनल को, जो केन्द्रीय सरकार द्वारा नियुक्त कम से कम तीन और अधिक से अधिक सात व्यक्तियों से मिलकर बना होगा अपील कर सकेगा।

(2) पैनल में विशेषज्ञों के पैनल की कुल सदस्यता के दो तिहाई सदस्य अशासकीय व्यक्ति होंगे।

(3) पैनल की गणपूर्ति तीन से होगी।

(4) अपील इसके प्राप्त होने के पन्द्रह दिन के भीतर निपटा दी जाएगी।

उपाबंध-I

[नियम 3 (क) देखिए]

विनिर्माता सेफटी रेजर ब्लेडों का क्वालिटी नियंत्रण नीचे अधिकथित रूप में उत्पादों के विनिर्माण, परिरक्षण तथा पैकिंग के विभिन्न प्रक्रमों पर, तथा उससे संलग्न अनुसूची में दिए गए नियंत्रण के स्तरों सहित निम्नलिखित नियंत्रणों का प्रयोग करते हुए करेगा।

1. कच्ची सामग्री का नियंत्रण :—(क) विनिर्माता प्रयुक्त किए जाने वाले सामग्री के गुणों को नियमित करते हुए क्रय विनिर्देश अधिकथित करेगा।

(ख) स्वीकृत परेक्षणों के साथ-साथ उत्पादन का परीक्षण प्रमाण-पत्र होगा अथवा ऐसे परीक्षण-प्रमाण-पत्र के अभाव में क्रय विनिर्देशों से इसकी अनुरूपता की जांच करने के लिए प्रत्येक परेक्षण में से नमूनों की नियमित जांच की जाएगी। उत्पादनकर्ता के परीक्षण प्रमाण-पत्र की शुद्धता को, सत्यापित करने के लिए पांच परेक्षणों में कम से कम एक परेक्षण की प्रति जांच की जाएगी।

(ग) आने वाले परेक्षण का निरीक्षण और परीक्षण सांख्यिकी नमूना योजना के संबंध में क्रय विनिर्देशों से अनुरूपता सुनिश्चित करने के लिए किया जाएगा।

(घ) निरीक्षण तथा परीक्षण किए जाने के पश्चात्, उपयुक्त पृथक्करण के लिए तथा छुटियों को

दूर करने के लिए व्यवस्थित पद्धतियां अपनाई जाएंगी।

(ङ) उपरोक्त नियंत्रणों के संबंध में पर्याप्त अभिलेख व्यवस्थित रूप से रखे जाएंगे।

2. प्रक्रिया नियंत्रण :—(क) विनिर्माता विभिन्न प्रक्रियाओं के लिए ब्यौरेवार प्रक्रिया विनिर्देश अधिकथित करेगा।

(ख) प्रक्रिया विनिर्देश में अधिकथित प्रक्रियाओं को नियंत्रित करने के लिए उपस्कर और उपकरणों की पर्याप्त सुविधाएं होंगी।

(ग) प्रक्रिया विनिर्देशों के अनुसार संगोष्ठित सामग्री की अनुरूपता की जांच करने के लिए नमूना (जहां कहीं भी अपेक्षित हो) अभिलिखित अन्वेषण पर आधारित होगा।

3. उत्पाद नियंत्रण :—(क) मानक विनिर्देशों के अनुसार उत्पादन का परीक्षण करने के लिए विनिर्माता के पास या तो अपनी परीक्षण सुविधाएं होंगी या अपनी पहुंच उस स्थान पर होगी, जहां ऐसी सुविधाएं विद्यमान हैं।

(ख) परीक्षण के लिए नमूना (जहां कहीं भी अपेक्षित हो) अभिलिखित अन्वेषणों पर आधारित होगा।

(ग) किए गए परीक्षण के बारे में पर्याप्त अभिलेख विनिर्माता द्वारा नियमित तथा व्यवस्थित रूप से रखे जाएंगे।

4. माप पद्धति नियंत्रण : (क) उत्पादन तथा निरीक्षण में प्रयुक्त मेजों तथा उपकरणों को कालिक जांच या अंश शोधन किया जाएगा तथा अभिलेख वृत्तकार्ड के रूप में रखे जाएंगे।

5. परिरक्षण नियंत्रण : (क) विनिर्माता उत्पाद को मौसमी परिस्थितियों के प्रतिकूल प्रभाव से सुरक्षित रखने के लिए ब्यौरेवार विनिर्देश अधिकथित करेगा।

(ख) भंडारकरण और अभिवहन दोनों के दौरान उत्पादन को सुरक्षित रखा जाएगा।

6. पैकिंग नियंत्रण :—उत्पाद (उत्पादों) की पैकिंग के लिए और निर्यात पैकेजों के लिए भी विनिर्देश अधिकथित किए जाएंगे तथा उनका कठोरता से पालन किया जायेगा।

अनुसूची
उपबन्ध - 1 देखिए

विशेषताएं	विनिर्देश	आवृत्ति	नमूनों की संख्या	टिप्पणी
1	2	3	4	5
1. सामग्री	मानक विनिर्देशों के अनुसार	प्रत्येक परेपण	1 नमूना	—
2. प्रक्रिया				
2.1 वेधन (केन्द्रीयता पिच, खांचा चौड़ाई चाक्षुष)	—वही—	1 घण्टा	1 नमूना	—
2.2 ऊष्मा उपचार तापमान, समय, ठाँचे की कठोरता, मिरे और खांचे की चौड़ाई, डीशिंग कम्पनता	—वही—	1 घण्टा	1 नमूना	—
2.3 स्ट्रापिंग पालिस करना परिच्छेदिका (ऊपर और नीचे)	—वही—	30 मिनट	1 नमूना	—
2.4 आकार और विमाण	—वही—	1 घण्टा	1 नमूना	—
2.5 किनारे की कटिंग (सिटर करने का समय सिटर तापमान)	—वही—	1 घण्टा	—	जैसा लागू होगा
3. पैकिंग				
पृथक-पृथक, 5 संख्याओं वाले पैकेट कार्टन	—वहीं—	2 घण्टे	1 नमूना	—
4. परीक्षण				
4.1 कटे हुए किनारों की घिसाई और समानता	—वही—	प्रत्येक आधा घण्टा	1 नमूना	—
4.2 कठोरता परीक्षण	—वही—	प्रत्येक दो घण्टे	1 नमूना	—
4.3 लचक परीक्षण	—वही—	—वही—	1 नमूना	—
4.4 सूक्ष्म दशक परीक्षण	—वही—	प्रत्येक आधा घण्टा	1 नमूना	—
4.5 अन्तिम बेवल कोण परीक्षण	—वही—	—वही—	1 नमूना	—
4.6 निष्पादन परीक्षण	—वही—	सहीने में एक बार निष्पादन के लिए प्रत्येक ब्राण्ड का परीक्षण किया जाएगा	—	—
4.7 चाक्षुष परीक्षण	—वही—	उत्पादन लाइन का शत प्रतिशत निरीक्षण	—	—

उपबन्ध -II

[नियम 3 (ख) देखिए]

1. सेक्टर रेजर ब्लेडों के परेपण का निरीक्षण और परीक्षण यह सुनिश्चित करने के लिए किया जाएगा कि वे अधिनियम की धारा 6 के अखंड मान्यता प्राप्त मानक विनिर्देशों के अनुरूप हैं।

2. नमून और अनुरूपता की कसौटी के संबंध में संविदात्मक विनिर्देशों से वे कोई विशिष्ट अनुबंध नहीं की दशा में वही अनुबंध लागू होगा जो नीचे दी गई सारणी में अधिकृत है।

सारणी
(नमूने लेने का मापमान और स्वीकृत संख्या)

लाट आकार	मानदंड 1		मानदंड 2		मानदंड 3	
(लाट व ब्लेडों की संख्या)	नमूना आकार	स्वीकृत संख्या (दुटियाँ)	नमूना आकार	स्वीकृत संख्या (दुटियाँ)	नमूना आकार	स्वीकृत संख्या (दुटियाँ)
300 तक	20	2	8	0	3	0
301 से 1000	32	3	13	0	5	0
1001 से 3000	50	5	20	1	13	0
3001 से 10,000	80	7	32	2	20	1
10,001 से ऊपर	125	10	50	3	32	2

टिप्पण :— लाट से एक ही प्रकार की और सामग्री कक्ष के परीक्षण में ब्लेडों की संख्या अभिप्रेत होगी।

2.1 चाक्षुष परीक्षण :— नाके सूचीबद्ध दुटियों के लिए चाक्षुष परीक्षण किया जाएगा। नमूना लेने का मापमान और स्वीकृत संख्या सारणी के मापमान I के अनुसार होगी।

(क) अशुद्ध प्रकार

(ख) कटे किनारे से शासन चिन्हों का विलोपन नहीं होगा या किनारों पर नहीं हो, भिस्कीदार या काटेंदार किनारे आदि, किनारे मुड़े हुए या टूटे हुए या चटके हुए ब्लेड।

(ग) अनुपपन्न उपचार या विनिर्दिष्ट के अनुसार न होना।

2.2 विमात्मक परीक्षण :— विनिर्देशों में अधिकथित विमात्मक अपेक्षाओं के अनुपालन का अवधारण करने के लिए परीक्षा की जाएगी। किसी भी माप को, जो विनिर्दिष्ट सीमा के भीतर नहीं है, दुटि के रूप में वर्गीकृत किया जाएगा। नमूना लेने का मापमान और स्वीकृत संख्याएं सारणी के मापमान II के अनुसार होंगी।

2.3 कटे हुए किनारों का मिश्राई और समान्तर परीक्षण, कठोरता परीक्षण, लचक परीक्षण, सूक्ष्म दर्शी परीक्षा— ये परीक्षण मानक विनिर्देशों में अधिकथित प्रणाली के अनुसार निष्पादित किए जाएंगे। नमूना लेने का मापमान और स्वीकृत संख्याएं सारणी के मापमान III के अनुसार होंगी।

2.4 निष्पादन परीक्षण :— प्रत्येक लट में से 15 ब्लेड यथेष्ट लिए जाएंगे तथा उनका स्टेनलेस स्टील सेफटी रेजर ब्लेडों के लिए भा० मा० 7371—1982 (या इसके नवीनतम उपान्तर) या कार्बन स्टील सेफटी रेजर ब्लेडों के लिए भा० मा० 10198 1982 (या इसके नवीनतम उपान्तर) के अनुसार निष्पादन परीक्षण करने के लिए परीक्षण किया जाएगा।

[फाईल सं० 6(1)/82-ई० आई० एण्ड ई० पी०]

सी० बी० कुकुरेती, संयुक्त निदेशक

S.O. 4073.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules, namely :—

1. Short title and Commencement.—(1) These rules may be called the Export of Safety Razor blades (Quality Control and Inspection) Rules, 1983.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires.

(a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);

(b) "Agency" means any of the Export Inspection Agencies established at Bombay, Calcutta, Cochin, Delhi and Madras under section 7 of the Act;

(c) "Council" means the Export Inspection Council established under section 3 of the Act;

(d) "Safety Razor Blades" means double edged safety razor blades used for shaving.

3. Basis of Inspection.—Inspection of Safety Razor Blades for export shall be carried out with a view to seeing that the Safety Razor Blades conforms to the specifications recognised by the Central Government under section 6 of the Act, that is to say, the National and International Standards and Standards of other bodies recognised by the Export Inspection Council :—

(a) By ensuring that the products have been manufactured by exercising necessary inprocess quality control as specified in Annexure-I to this notification, in respect of units coming under inprocess quality control system of inspection.

(b) On the basis of inspection and testing carried out in the manner specified in Annexure-II to this noti-

fication, in respect of units coming under consignment wise system of inspection.

4. Procedure of Inspection.—(1) An exporter intending to export a consignment of Safety Razor Blades shall give an intimation in writing to the agency furnishing there in details of the contractual specification to enable the agency to carry out inspection in accordance with rule 3

(2) For export of Safety Razor Blades manufactured by exercising adequate inprocess quality control as laid down in Annexure-I and the manufacturing unit adjudged as having of adequate inprocess quality control drills by a panel of experts constituted by the Council for this purposes, the Exporter shall also furnish alongwith the intimation mentioned in sub-rule (1) declaration that the consignment of Safety Razor Blades intended for export has been manufactured by exercising adequate quality control as laid down in Annexure-I and that the consignment conforms to the standard specifications recognised for the purpose.

(3) The exporter shall furnish to the agency the identification marks applied to the consignment to be exported.

(4) Every intimation under sub-rule (1) shall be given not less than seven days prior to the despatch of the consignment from the manufacturer's premises, while in the case of intimation along with declaration under sub rule (2) shall be given not less than three days prior to the despatch of the consignment from the manufacturer's premises.

(5) On receipt of the intimation under sub-rule (1) and the declaration, if any, under sub-rule (2), the agency—

(a) (i) On satisfying itself that during the process of manufacture, the manufacturer had exercised adequate quality control as laid down in Annexure-I and followed the instructions if any issued by the Council or Agency in this regard to manufacture the product to conform to the standard specifications recognised for the purpose shall within three days issue a certificate declaring the consignment of Safety Razor Blades as exportworthy.

(ii) In case where the manufacturer is not the exporter, ever, the consignment shall be physically verified and such verification and or inspection if necessary shall be carried out by the Agency to ensure that the above conditions are complied with.

(iii) The Agency shall however carry out the spot-check of some of the consignments meant for export and also visit the manufacturing unit at regular intervals to verify the maintenance of the adequacy of inprocess quality control drills adopted by the unit.

(iv) If the manufacturing unit is found not adopting the required quality control measures at any stage of manufacture or does not comply with the recommendations of the Council or Agency, the unit shall be declared as not having adequate inprocess quality control drills and in such cases the unit if so desires shall apply a fresh for adjudgement of the maintenance of adequacy of inprocess quality control drills.

(b) In case where the exporter has not declared under sub-rule (2) that adequate quality control as laid down in Annexure-I had been exercised, on satisfying itself that the consignment of Safety Razor Blades conforms to the standard specification recognised for the purpose, on the basis of inspection and testing carried out as laid down in Annexure-II, shall within seven days of carrying out such inspection issue a certificate declaring the consignment of Safety Razor Blades as exportworthy :

Provided that where the Agency is not satisfied it shall refuse to issue a certificate to the exporter declaring the consignment of Safety Razor Blades as exportworthy and shall communicate such refusal within seven days to the exporter alongwith the reason therefor.

(c) (i) In case where the manufacturer is not the exporter under sub-rule (5) (a) or consignment is not inspected under sub-rule (5) (b), the Agency shall, immediately after completion of the inspection seal the package in the consignment in manner so as to ensure that the sealed packages cannot be tampered with.

(ii) In case of rejection of the consignment, if the exporter so desires the consignment may not be sealed by the Agency but in such cases, however, the exporter shall not be entitled to prefer any appeal against the rejections.

5. Place of Inspection—Every inspection under these rules shall be carried out either—(a) at the premises of the manufacturer of such products; or (b) at the premises at which the goods are offered by the exporter provided that the required facilities for inspection exist therein.

6. Inspection fee—The inspection fee shall be paid by the manufacturers or exporters, as the case may be, to the Agency as under :

(i) (a) for exports under inprocess quality control scheme at the rate of 0.2 per cent of the FOB value subject to a minimum of Rs. 20 per consignment;

(b) for exports under consignmentwise inspection at the rate of 0.4 per cent of the FOB value subject to a minimum of Rs. 20 per consignment.

(c) for exports of items manufactured by inprocess Quality Control Units and exported by merchant exporters at the rate of 0.3 per cent of the FOB value subject to a minimum of Rs. 20 per consignment.

(ii) Subject to a minimum of Rs. 20 per consignment the rates shall be 0.18 percent and 0.35 percent for (a) and (b) respectively for manufacturers or exporters, as the case may be, who are registered as small scale manufacturing units with the concerned Government of States or Union Territory.

7. Affixation of recognised mark and procedure thereof—The provisions of the Indian Standard Institution (Certification Mark) Act, 1952 (36 of 1952), the Indian Standard Institution (Certification Marks) Rules, 1955 and the Indian Standard Institution (Certification Marks) Regulations 1955 shall so far as may apply in relation to the procedure of affixation of the recognised mark or seal on Safety Razor Blades prior to export and Safety Razor Blades so marked shall not be subjected to any inspection under rule 3.

8. Appeal—(1) Any person aggrieved by the refusal of the Agency to issue a certificate under sub-rule (5) of rule 4, may within 10 days of the receipt of the communication of such refusal by him, prefer an appeal to a panel of experts consisting of not less than three but not more than seven persons appointed for the purpose by the Central Government.

(2) The Panel shall consist of at least two thirds of non-officials of the total membership of the panel of experts.

(3) The quorum for the panel shall be three.

(4) The appeal shall be disposed of within fifteen days of its receipt.

ANNEXURE—I

See Rule 3(a)

The quality control of the Safety Razor Blades shall be exercised by the manufacturer by effecting the following controls at different stages of manufacture, preservation and packing of the products as laid down below together with the levels of control as set out in the Schedule appended thereto.

1. Raw material Control :—(a) Purchase specifications shall be laid down by the manufacturer incorporating the properties of materials to be used.

(b) The accepted consignments shall be either accompanied by a producer's test certificate or in the absence of such test certificates, samples from each consignment shall be regularly tested to check up its conformity to the purchase specifications. The producer's test certificate shall be counter-checked at least once in five consignments to verify the correctness.

(c) The incoming consignment shall be inspected and tested for ensuring conformity to purchase specifications against statistical sampling plans.

(d) After inspection and tests are carried out, systematic methods shall be adopted for proper segregation and disposal of defectives.

(e) Adequate records in respect of the above mentioned controls shall be systematically maintained.

2. Process Control—(a) Detailed process specification shall be laid down by the manufacturers for various processes of manufacture.

(b) Equipment and instrumentation facilities shall be adequate to control the process as laid down in the process specification.

(c) Sampling (wherever required) for checking the conformity of the processed materials with the process specification shall be based upon the recorded investigation.

3. Product Control—(a) The manufacturer shall either have his own testing facilities or shall have access to such testing facilities existing elsewhere to test the product as per the standard specification.

(b) Sampling (wherever required) for testing shall be based on recorded investigations.

(c) Adequate records in respect of tests carried out shall be regularly and systematically maintained by the manufacturer.

4. Metrological Control :—Gauges and instruments used in the production and inspection shall be periodically checked for calibrated and records shall be maintained in the form of history cards.

5. Preservation Control.—(a) A detailed specification shall be laid down by the manufacturer to safeguard the product from adverse effects of weather conditions.

(b) The products shall be well preserved both during storage and transit.

6. Packing Control.—Specifications shall be laid down for packing the product (a) and as well for export packages and the same shall be strictly adhered to.

SCHEDULE (See Annexure-1)

Characteristics	Specification	Frequency	No. of Samples	Remarks
(1)	(2)	(3)	(4)	(5)
1. Material	As per standard specification.	Each consignment.	1 No.	—
2. Process	-do-	1 hour.	1 No.	—
2.1 Punching (Centrality, pitch slot width, visual.)	-do-	1 hour.	1 No.	—
2.2 Heat Treatment Temperature, Time, Hardness of Body, End and slot width, dishing waviness.	-do-	1 hour.	1 No.	—
2.3 Stroppling/Polishing Profile (Top & Bottom)	-do-	30 minutes	1 No.	—
2.4 Shape & Dimensions	-do-	1 hour.	1 No.	—
2.5 Edge Coating (Sintering Time, Sintering Temp.)	-do-	1 hour.	—	As applicable.
3. Packing Individual, 5 Nos. Packets Cartons.	-do-	2 hour.	1 No.	—
4. Test				
4.1 Straightness and parallelism of cutting edges.	-do-	Every half an hour.	1 No.	—
4.2 Hardness Test	-do-	Every two hours	1 No.	—
4.3 Flexibility Test	-do-	-do-	1 No.	—
4.4 Microscopic Test	-do-	Every half an hour.	1 No.	—
4.5 Final Bevel Angle Test	-do-	-do-	1 No.	—
4.6 Performance Test	-do-	Each Brand to be tested for performance once a month.		—
4.7 Visual Examination	-do-	Cent percent inspection on the production line.		—

ANNEXURE-II

{See rule 3 (b)}

1. The consignment of Safety Razor Blades shall be subjected to inspection and testing to ensure conformity of the
930 GI/83—4

same to the standard specifications recognised under section 6 of the Act.

2. In the absence of any specific stipulation in the contractual specifications as regards sampling and criteria of conformity, the same as laid down in Table given below shall become applicable.

TABLE
(Scale of sampling and Acceptance Number)

Scale—I						
Lot size (No. of Blades in the lot)	Sample Size	Acceptance No. (Defectives)	Sample Size	Acceptance No. (defects)	Sample Size	Acceptance (Defectives)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Upto 300	20	2	8	0	3	0
301 to 1000	32	3	13	8	5	0
1001 to 3000	50	5	20	1	13	0
3001 to 10000	80	7	32	2	20	1
10001 and above	125	10	50	3	32	2

Note : Lot shall mean number of blades in a consignment of the same type and material.

2.1 Visual Examination : Visual Examination shall be made for the defects listed below. The scale of sampling and acceptance number shall be in accordance with Scale-I in Table.

(a) Wrong type.

(b) Hone marks not eliminated from cutting edges, or edges not honed; or edges serrated chipped, jagged etc; or edges bent; or blades broken or cracked.

(c) Treatment missing or not as specified.

2.2 Dimensional Examination : Examination shall be made to determine the compliance with dimensional requirements laid down in the specification. Any dimension not within specified limits shall be classified as a defect. The scale of sampling and the acceptance numbers shall be in accordance with Scale II in Table.

2.3 Straightness and parallelism of cutting edges test, hardness test, flexibility test, microscopic examination.— These tests shall be performed in accordance with the methods laid down in the standard specification. The scale of sampling and the acceptance numbers shall be in accordance with Scale-III in Table.

2.4 Performance Test—15 Blades shall be selected at random from each lot and tested for performance test in accordance with the IS : 7371-1982 (or its latest version) for stainless steel safety razor blades or IS : 10198-1982 (Or its latest version) for carbon steel safety razor blades.

[F. No. 6(1)/82-EI & EP]

C. B. KUKRETI, Jr. Director.

(संयुक्त मुख्य निरीक्षक, आयात एवं निर्यात का कार्यालय)

बंगलौर, 4 अगस्त, 1983

लाइसेंस रद्द करने का आदेश

विषय :—संबंधी भारत सिल्क्स, बंगलौर-2 को 1,34,600/-रु० के लिये जारी किये गये अग्रिम लाइसेंस सं० पी०/एल/0336917/सी०एक्स/एक्स/84/एक्स/83 दिनांक 9-8-1982 की मुद्रा-विनिमय निबंधन प्रयोजन प्रति को रद्द करना।

का०आ० 4074.—संबंधी भारत सिल्क्स, 34, बसावन्ना लेन, जे०एम० रोड, बंगलौर-2 को अग्रिम-नार्च, 83 की आयात-निर्यात नीति पुस्तक के परिशिष्ट 19 की कंडिका 8(1) के अन्तर्गत यथा अनुमेय 791 कि०ग्रा० मलबरी इपियन यार्न के आयात के लिये 1,34,600 रु० मूल्य का अग्रिम लाइसेंस सं० पी०एल/0336917 दिनांक 9-8-1982 प्रदान किया गया है। उन्होंने 15,204 रु० शेष अप्रयुक्त धनराशि के लिये उक्त लाइसेंस की मुद्रा-विनिमय निबंधन प्रति की अनुलिपि प्रति जारी करने के लिये इस आधार पर आवेदन किया है कि उक्त लाइसेंस की मूल मुद्रा विनिमय नियंत्रण प्रति बम्बई के सीमा-शुल्क कार्यालय के पास पंजीकृत करने और 1,19,396/-रु० मूल्य तक आंशिक रूप से उपयोग में लाने के पश्चात् खो गई/अस्थानस्थ हो गई है। अपने अनुरोध के समर्थन में आवेदक ने जिला नोटरी, बंगलौर शहर के सम्मुख स्टाम्प कागज पर विधिवत् शपथ लेकर एक शपथ पत्र दाखिल किया है।

मैं सन्तुष्ट हूँ कि अग्रिम लाइसेंस सं० पी०/एल/0336917 दिनांक 9-8-82 खो गई/अस्थानस्थ हो गई है और निदेश देना हूँ कि आवेदक कर्म की उक्त अग्रिम लाइसेंस की अनुलिपि मुद्रा-विनिमय निबंधन प्रयोजन प्रति जारी की जाये।

उक्त अग्रिम लाइसेंस की मूल मुद्रा विनिमय निबंधन प्रयोजन प्रति एतद्वारा रद्द की जाती है।

विषय :—लाइसेंस सं० पी०/एल/0336917/सी०एक्स एक्स/84/एक्स/83 दिनांक 9-8-82 की मूल मुद्रा-विनिमय निबंधन प्रति के बचले में अनुलिपि लाइसेंस सं० डी० 2469726 दि० 28-7-83 जारी करना।

का०आ०—संबंधी भारत सिल्क्स, 34, बसावन्ना लेन, जुम्मा मस्जिद रोड, बंगलौर-2 को लाइसेंस सं० पी०/एल/0336917/सी०एक्स एक्स/84/एक्स/83 दिनांक 9-8-82 की मुद्रा विनिमय निबंधन प्रति के बचले में अनुलिपि लाइसेंस सं० डी० 2469726 दिनांक 28-7-83 जारी किया गया है। अनुरोध है कि उपर्युक्त लाइसेंस की मूल मुद्रा विनिमय निबंधन प्रयोजन प्रति (जिनका ब्यापार नीचे दिया गया है) प्रस्तुत करने पर बंधन समझी जाये और यदि उपर्युक्त लाइसेंस की मूल मुद्रा विनिमय निबंधन प्रयोजन प्रति प्रस्तुत की जाए/उपयोग में लाई जाये तो उसकी सूचना तत्काल ही इस कार्यालय को दी जाये।

लाइसेंस और दिनांक	आरीकर्ता	मूल्य	अवधि जिसके लिए वैध है	लाइसेंस अवधि	क्षेत्र	जिस मूल्य तक उपयोग हो चुका	अप्रयुक्त मूल्य
1	2	3	4	5	6	7	8
पी/एस/0336917 दिनांक 9-8-82	संयुक्त मुख्य नियंत्रक, आयात- निर्यात, बंगलूर	791 कि०ग्रा० मल्लरी ड्युपियन यार्न	12 मास	अप्रैल-मार्च, 83	नामास्थ मुद्रा क्षेत्र	1,19,396 रु०	15,204 रु०

[मिसिल सं० आई टी सी/अधिसं० लाई०/35/आर ई पी/ए०एम०-83/बंग]

ए. थुक्काराम, उप-मुख्य नियंत्रक, आयात एवं निर्यात

कृपे संयुक्त मुख्य नियंत्रक, आयात एवं निर्यात

(Office of the Jt. Chief Controller of Imports & Exports)

Bangalore, the 4th August, 1983

CANCELLATION ORDER

Subject : Cancellation of Exchange Control Purpose Copy of Advance Licence No. P/L/0336917/C/XX/84/X/83 dt. 9-8-82 for Rs. 1,34,600 issued in favour of M/s. Bharat Silks, Bangalore-2.

S.O. 4074.—M/s. Bharat Silks, 34, Basavanna Lane, J.M. Road, Bangalore-2 have been granted Advance Licence No. P/L/0336917 dt. 9-8-83 for Rs. 1,34,600 only for import of 791 Kgs of Mulberry Dupion Yarn as allowed under para 8(1) of Appendix 19 of Import-Export Policy Book for AM. 83. They have applied for issue of duplicate copy of Exchange Control Copy of the said licence for a balance un-

utilised value of Rs. 15,204 on the ground that the original Exchange Control Copy of the said licence has been lost/misplaced having been registered with Bombay Customs House and utilised partly to the extent of Rs. 1,19,396. In support of their request, the applicant have filed an Affidavit duly sworn in before the Notary, City of Bangalore District.

I am satisfied that the Exchange Control purpose copy of the Advance licence No. P/L/0336917 dt. 8-8-82 has been lost/misplaced and direct that the duplicate Exchange Control purpose copy of the said Advance Licence may be issued to the applicant firm.

The original Exchange Control Purpose copy of the said Advance Licence is hereby cancelled.

Sub: Issue of duplicate licence No. D 2469726 dt. 28-7-83 in lieu of original exchange control copy of licence No. P/L/0336917/C/XX/84/X/83 dt. 9-8-82

The duplicate licence No. D 2469726 dt. 28-7-83 in lieu of Exchange Control Purpose copy of licence No. P/L/0336917/C/XX/84/X/83 dt. 9-8-82 has been issued to M/s. Bharat Silks, 34, Basavanna Lane, Jamma Masjid Road, Bangalore-2. It is requested that the original Exchange Control Purpose copy of the above licence (particulars given below) should not be treated as valid if produced and that information should be sent to this office immediately of the original Exchange Control purpose copy of the abovesaid licence presented/utilised.

Lic. No. & date	Issued by	Item	Validity period	Licensing period	Area	Value utilised	Balance un-utilised
1	2	3	4	5	6	7	8
P/L/0336917 dt. 9-8-82	JCCI & L, Bangalore	791 Kgs of Mulberry Dupion yarn	12 months	AM. 83	GCA	Rs. 1,19,396	Rs. 15,204/-

[File No. ITC/Adv. Lic./35/REP/AM. 83/Bang]

A. THUKKARAM Jt. Chief Controller of Imports and Exports

For Jt. Chief Controller of Imports & Exports

(उप मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

जयपुर, 1 मार्च, 1982

निरस्त आवेदन

का०आ० 4075.—मैसर्स विश्व भारती इन्टरप्राइजेज एफ-384 रोड न० 9 विश्वकर्मा इन्डस्ट्रियल एरिया जयपुर-302013, को एक आयात लाइसेंस सं० पी/एस/1864989/सी/XX/77/सी/80 दि० 5-11-80 बास्ते

2,21,600/-रु० मात्र, अपेन्डिक्स-5 में लिखित अनुमति सबो के आयात हेतु अप्रैल-मार्च-81 की आयात नीति के अन्तर्गत, फाइन कैमिकल्स साइंटिफिक एण्ड मैडिकल इन्स्ट्रुमेन्ट्स तथा नेवोरेटरी ग्लासबेयर आदि के उत्पादन हेतु जारी किया गया था।

आवेदक ने अब एक शपथपत्र आयात-निर्यात की कार्य-विधि पुस्तिका 1981-82 के पैरा 352 के अन्तर्गत प्रस्तुत किया है जिसमें कहा गया है कि उनके लाइसेंस सं० पी०/एस०/1864989 दि० 5-11-80 बास्ते

2,21,600/- रु० की मूल कस्टम कापी बम्बई कस्टम पर पंजीकृत होने तथा 59731/- रु० अंशोकि रूप से उपयोग करने के पश्चात् खो गई है।

मैं समुष्ट हूँ कि उक्त आयात लाइसेंस की मूल कस्टम हेतु कापी खो गई है।

अतः आयात-व्यापार नियंत्रण आदेश 1955 दिनांक 7-12-55 (यथा संशोधित) की धारा 9(cc) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाइसेंस सं० पी/एस/1864989 दि० 5-11-80 बास्ते 2,21,600/- रु० की मूल कस्टम हेतु कापी को निरस्त करने का आदेश देता हूँ।

आवेदक की प्रार्थना पर अब आयात-निर्यात की कार्यविधि पुस्तिका 1981-82 के पैरा 351 से 354 के अनुसार ला० सं० पी/एस/1864989 दि० 5-11-80 बास्ते 2,21,600/- रु० माल की कस्टम कापी की अनुलिपि (डुप्लीकेट कापी) जारी करने पर विचार किया जायेगा।

[सं० एस एस आई/53/ओटो/ए एम-81/सेक्स-II/पय/

डीसीसीआई एण्ड ई/राज]

एस०के० बत्ता,

उप मुख्य नियंत्रक, आयात-निर्यात

Office of the Deputy Chief Controller of Imports & Exports

Jaipur, the 1st March, 1982

CANCELLATION ORDER

S.O. 4075.—M/a. Vishva Bharti Enterprises, F-384, Road No. 9, Vishvakarma Industrial Area, Jaipur-302013, were granted Import Licence No. P/S/1864989/C|XX/77/Q/80 dated 5-11-80 for Rs. 2,21,600 only for import of permissible items of Appendix-5 of Policy Book for AM-81 required for the manufacture of Fine Chemicals, Scientific and Medical Instruments and Laboratory Glassware etc.

The applicant has filed an affidavit as required under para 352 of Hand Book of Import Export Procedure 1981-82, wherein they have stated that original Customs Purpose Copy of Licence No. P/S/1864989 dated 5-11-80 for Rs. 2,21,600 only for AM-81 period has been misplaced/lost having been registered with Bombay Customs House and utilised partly for Rs. 59,731 only.

I am satisfied that the original Customs House Purpose Copy of the said licence has been lost/misplaced.

In exercise of the powers conferred on me under section 9(cc) of Import Trade Control Order, 1955 dated 7th Dec. 1955 as amended upto date, the Customs Purpose Copy of this licence No. P/S/1864989 dated 5-11-80 for Rs. 2,21,600 is hereby cancelled.

The applicant is now being issued duplicate Custom Purpose Copy of Import Licence No. P/S/1864989 dated 5-11-80 for Rs. 2,21,600 in accordance with the provision of para 351 to 354 of Hand Book of Import Export Procedure, 1981-82.

[No. SSI/53/Auto/AM-81|Sec. II/AU/DCCI&E/RAJ]

S. K. DATTA, Dy. Chief Controller of Imports & Exports

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 17 अक्टूबर, 1983

का० आ० 4076:—यतः भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खंड (क) के अनुसरण में केन्द्रीय सरकार ने तमिलनाडु सरकार के परामर्श से डा० (श्रीमती) ललिता कामेश्वरम, चिकित्सा शिक्षा अध्यक्ष, एजिलागम, मद्रास-5 को डा० एस० गनानादेसीकन के स्थान पर भारतीय आयुर्विज्ञान परिषद का, इस अधिसूचना के प्रकाशित होने की तारीख से, सदस्य, मनोनीत किया है।

अतः अब उक्त अधिनियम की धारा-3 की उप-धारा (1) के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा पूर्ववर्ती स्वास्थ्य मंत्रालय की 9 जनवरी, 1960 की अधिसूचना संख्या का० आ० 138 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिनियम में “धारा-3 की उप-धारा (1) के खंड (क) के अधीन मनोनीत” शीर्ष के अन्तर्गत क्रम संख्या 6 और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टि रखी जाए, अर्थात् :—

“6 डा० (श्रीमती) ललिता कामेश्वरम,

चिकित्सा शिक्षा निदेशक, एजिलागम, मद्रास-5”

[सं० बी० 11013/23/83-एम०ई०(पी०)]

पी० सी० जैन, अवसर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 17th October, 1983

S.O. 4076.—Whereas the Central Government in pursuance of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Tamil Nadu have nominated Dr. (Tmt.) Lalitha Kameswaran, Director of Medical Education, Ezhilagam, Madras-5, to be a member of the Medical Council of India vide Dr. S. Gnanadesikan from the date of the issue of this notification.

Now, therefore, in pursuance of clause (a) of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the late Ministry of Health No. S.O. 138, dated 9th January, 1960, namely :—

In the said notification, under the heading “Nominated under clause (a) of sub-section (1) of section 3”, for serial number 6 and the entry relating thereto, the following serial number and entry shall be substituted namely :—

“6. Dr. (Tmt.) Lalitha Kameswaran,
Director of Medical Education,
Ezhlilagam, Madras-5.”

[No. V. 11013/23/83-M.E. (Policy)]

P. C. JAIN, Under Secy.

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 11 अक्टूबर, 1983

क्र० ० 4077:-केन्द्रीय सरकार का यह प्रतीत होता है कि इस अधिसूचना से उपाय अनुसूची में उल्लिखित भूमि में कोयला अधिप्राप्त किए जाने की संभावना है,

अतः, अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (नवीन विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक का निरीक्षण कलकत्ता धनबाद के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या निदेशक (निगमित योजना और परियोजना), भारत कोकिंग कोल लिमिटेड, कोयला भवन, डाकघर मरायवेल्ला, जिला धनबाद (बिहार) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध कोई व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी तथ्यों, चाटों और अन्य बस्तावेजों को, कोयला धारक क्षेत्र (अर्थन और विकास) नियम, 1957 के नियम 5 की अपेक्षानुसार इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर निदेशक (ओ) पश्चिमी, भारत कोकिंग कोल लिमिटेड, धनबाद को भेजेगा।

अनुसूची

पर्वतपुर ब्लॉक

(सरिया कोयला क्षेत्र)

इसमें सं० भा०को०को० लि०/ई०डी०/48-82 तारीख 17-7-1982 (जिसमें पूर्वेक्षण करने के लिए अधिसूचित की गई भूमि बंशित की गई है)

क्रम सं०	ग्राम	थाना सं०	थाना	जिला	क्षेत्र एकड़ में	टिप्पणियाँ
1.	भावरवाहा	355	टोपबन्धी	धनबाद	41.30	भाग
2.	सेटगाबाव	90	सरिया	"	112.35	"
3.	मालिखारीह	91	"	"	18.50	"
4.	बरबुधी	92	"	"	41.45	"
5.	जट्टाडीह	104	"	"	35.50	"
6.	गम्साडीह	105	"	"	10.10	"
7.	जर्मा	106	"	"	28.12	"
8.	पेटिया	107	"	"	38.60	"
9.	हुमारी	111	"	"	99.20	"
10.	गोबीडीह	75	चास	"	73.79	"
11.	टंगहरी	76	"	"	88.00	"
12.	करारिया	203	"	"	35.20	"
13.	पर्वतपुर	204	"	"	748.60	"
14.	बतबिगोर	205	"	"	514.00	"
15.	मन्नातगर	207	"	"	247.00	"
16.	बिबदा	208	"	"	435.00	पूर्ण
17.	नयाधान या पर्वतपुर	209	"	"	494.82	"
18.	हालगोरिया	210	"	"	416.17	"
19.	सिलफोह	211	"	"	969.16	"
20.	फतेहपुर	212	"	"	297.40	भाग
21.	बिराजडीह	217	"	"	27.00	"
22.	नवाडीह	218	"	"	21.50	"
23.	देवग्राम	220	"	"	76.90	"
24.	उपरबंसा	221	"	"	11.00	"

कुल क्षेत्र 4866.99 एकड़ (लगभग)

या 1992.10 हेक्टर (लगभग)

सीमा वर्णन

क-ख,ख-ग,ग-घ और घ-ङ

रेखा भावरवाहा, सेटगाबाव, मालिखारीह, बरबुधी, जट्टाडीह, गम्साडीह, जर्मा, पेटिया और हुमारी ग्रामों से होकर (बामो-दर नदी के भागतः बाएं किनारे के साथ-साथ) जाती है और बिन्दु ४ पर मिलती है।

अ-ब और ब-छ.	रेखा कूल्हारी फतेहपुर, बिराजडीह, नवाडीह, देवग्राम, पर्वतपुर और उपरबंघा ग्रामों में कामोदर नदी से होकर जाती है और बिन्दु छ पर मिलती है।
छ-ज	रेखा उपरबंघा करिया, बतबिनौर और टगहरी ग्रामों से होकर जाती है और बिन्दु "ज" पर मिलती है।
ज-झ	रेखा गगहरी ग्राम से होकर जाती है।
झ-ञ	रेखा मौजा गोपीडीह और बतबिनौर और अलौरा की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु "अ" पर मिलती है।
ञ-ट	रेखा मौजा बतबिनौर और अलौरा की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु "ट" पर मिलती है।
ट-ड	रेखा मौजा बतबिनौर, दिबरी और अलौरा की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु "ड" पर मिलती है।
ड-ड	रेखा मौजा मन्नातनर और अलौरा की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु "ड" पर मिलती है।

अधिसूचित किए जाने वाले प्लॉटों का सूची

भावरवाहा ग्राम में अजित किए जाने वाले प्लॉट संख्या : 843/1062 भाग।

तेटनाबाद ग्राम में अजित किए जाने वाले प्लॉट संख्यांक : 253

मासिलाडीह या जागरी ग्राम में अजित किए जाने वाले प्लॉट संख्या : 6081

बरुभी ग्राम में अजित किए जाने वाले प्लॉट संख्यांक : 940/969

गट्टडीह ग्राम में अजित किए जाने वाले प्लॉट संख्यांक : 652

गन्साडीह ग्राम में अजित किए जाने वाले प्लॉट संख्यांक 167

जर्मा ग्राम में अजित किए जाने वाले प्लॉट संख्यांक 557/568

पेटिया ग्राम में अजित किए जाने वाले प्लॉट संख्यांक 2616/2714

कूल्हारी ग्राम में अजित किए जाने वाले प्लॉट संख्यांक 1 भाग

सिलफोर ग्राम में अजित किए जाने वाले प्लॉट संख्यांक 1 से 4467

मन्नातनर ग्राम में अजित किए जाने वाले प्लॉट संख्यांक—

437 (भाग), 500 (भाग), 501, 502, 503, 504, 505, 506, 507 (भाग), 508, 509, 510, 511, 512 (भाग), 513 (भाग), 514, 515, 516, 517 (भाग), 518 (भाग), 519 (भाग), 520 (भाग), 522 (भाग), 523 (भाग), 524, 601, 602 (भाग), 603 (भाग), 604 (भाग), 605 से 614, 615 (भाग), 616 (भाग), 617 (भाग), 618 (भाग), 619, 620 (भाग), 671 (भाग), 672 से 674, 675 (भाग), 676 (भाग), 677, 678 (भाग), 679 (भाग), 680 (भाग), 681 (भाग), 682, 683 (भाग), 689 (भाग), 690 से 696, 697 (भाग), 698 (भाग), 699 (भाग), 700 (भाग), 702 (भाग), 703 (भाग), 713 (भाग), 714 (भाग), 715 से 717, 718 (भाग), 719 से 737, 738 (भाग), 739 (भाग), 740 (भाग), 767 (भाग), 770 (भाग), 771, 772 (भाग), 773 से 786, 787 (भाग), 788 (भाग), 789, 790, 791, 792 (भाग), 793 (भाग), 794 (भाग), 796 (भाग), 857 (भाग), 913 (भाग), 917 (भाग), 918 (भाग), 922 (भाग), 928 (भाग), 929 (भाग), 930 (भाग), 931 (भाग), 932 (भाग), 941, 942 (भाग), 945 (भाग), 946 (भाग), 947 से 1670।

नयस्थान उर्फ पर्वतपुर ग अजित किए जाने वाले प्लॉट संख्यांक 1 से 2603 तक

कलंगोरिया ग्राम में अजित किए जाने वाले प्लॉट संख्यांक 1 से 1846 तक

फतेहपुर ग्राम में अजित किए जाने वाले प्लॉट संख्यांक—

1 से 1280, 1281 (भाग), 1282, 1283 (भाग), 1291 (भाग), 1295 (भाग), 1296 से 1300, 1301 (भाग), 1302 से 1340, 1341 (भाग), 1342 से 1347, 1346, 1348 (भाग), 1349, 1350 (भाग), 1353 (भाग), 1402, 1403 (भाग), 1404 (भाग), 1405 (भाग), 1409 (भाग), 1410 (भाग), 1411 से 1679, 1680 (भाग), 1681

से 1692, 1693 (भाग), 1694 (भाग), से 1697 (भाग), 1698 से 1718, 1719 (भाग), 1720 (भाग), 1721 (भाग), 1722, 1723, 1724 (भाग), 1734 (भाग), 1736 (भाग), 1738 (भाग), 1739 (भाग), 1740 से 1753, 1754 (भाग) से 1758 (भाग), 1818 से 1820, 1822 और 1823।

बिराजडीह में अजित किए जाने वाले प्लॉट संख्यांक—

1 से 4, 5 (भाग), 6 (भाग), 7, 8 (भाग), 9 (भाग), 10 (भाग), 14 (भाग), 15 (भाग), 51 (भाग), 52, 53, 54 (भाग), 55 से 60, 61 (भाग), 62, 63, 64, 65 और 68 (भाग)।

नवाडीह ग्राम में अजित किए जाने वाले प्लॉट संख्यांक :—

1 से 7, 8 (भाग), 9 से 15, 16 (भाग), 17 (भाग), 23 (भाग), 24, 25, 26 (भाग), 27 से 29, 30 (भाग), 31 (भाग), 32 (भाग), 33, 34 (भाग), 35 (भाग), और 71 (भाग)।

देवग्राम ग्राम में अजित किए जाने वाले प्लॉट संख्यांक—

1 से 25, 26 (भाग), 27 (भाग), 28 से 40, 41 (भाग), 42 (भाग), 43 (भाग), 44 (भाग), 49 (भाग), 50 से 58, 59 (भाग), 107 (भाग), 108 (भाग), 111 (भाग), 2840, 2867 (भाग), 2888 से 2892।

पर्वतपुर ग्राम में अजित किए जाने वाले प्लॉट संख्यांक—

2320 (भाग) से 2322 (भाग), 2323 से 2355, 2356 (भाग), 2357 (भाग), 2358 (भाग), 2360 (भाग), 2365, 2366 (भाग), 2367 से 2370, 2371 (भाग), 2372, 2373 (भाग), 2374 (भाग), 2402 (भाग), 2403 (भाग), 2412 (भाग), 2413 (भाग), 2415 (भाग), 2415 (भाग), 2416 (भाग), 2422 (भाग) से 2425 (भाग), 2426 से 2445, 2446 (भाग), 2447 (भाग), 2448, 2449, 2450 (भाग), 2453 (भाग), से 2456 (भाग), 2457 से 2478, 2479 (भाग), 2480 (भाग), 2494 (भाग), 2495 (भाग), 2496 (भाग), 2497 (भाग), 2498, 2499, 2500 (भाग), 2501 (भाग), 2502 से 2507, 2508 (भाग), 2509 (भाग), 2510 (भाग), 2511 से 2524, 2525 (भाग), 2526 (भाग), और 2527 (भाग) और 2551।

उपरबंघा ग्राम में अजित किए जाने वाले प्लॉट संख्यांक—

1 (भाग), 8 (भाग), 27 (भाग), 494 (भाग), 495 (भाग), 496 और 497 (भाग)।

कुरारिया ग्राम में अजित किए जाने वाले प्लॉट संख्यांक—

1 से 24, 25 (भाग) 26 से 29, 30 (भाग) से 34 (भाग), 38 (भाग), 42 (भाग), 43, 44 (भाग), 45 (भाग), 46 (भाग), 47, 48 (भाग), 49 (भाग), 412 (भाग), 413 से 436, 437 (भाग), 438 (भाग), 439 (भाग), 446 (भाग), 504 (भाग), 505 (भाग), 506 (भाग), 507 से 514, 515 (भाग), 527 (भाग), 528, 529, 530 (भाग), 532 (भाग), 533 (भाग), 534, 535 (भाग), 538 (भाग), 539 (भाग) और 566 (भाग)।

बतविनोर में अजित किए जाने वाले प्लाट संख्यांक—

1 से 269, 270 (भाग), 271 (भाग), 272 से 1206, 1207, 1208 (भाग), 1209 (भाग), 1213 (भाग), 1214 (भाग), 1215 से 1218, 1219 (भाग), 1233 (भाग), 1234 (भाग), 1235 (भाग), 1236 (भाग), 1237 (भाग), 1238 (भाग), 1294 (भाग), 1295 (भाग), 1296 (भाग), 1297 (भाग), 1301 (भाग), 1302, 1303 (भाग), और के चिह्नित प्लाट 1619 से 1635 1636 (भाग), 1637 (भाग), 1638, 1639 (भाग), 1640 (भाग), 1777 (भाग), 1778 (भाग), 1779 से 1797, 1798 (भाग), 1799 (भाग), 1800 (भाग), 1802, 1806 (भाग), 1807, 1837 (भाग), 1838 से 1843, 1844 (भाग), 1846 (भाग), 1847 (भाग), 1848 (भाग), 2237 (भाग), 2887 (भाग), 2945 (भाग), 2953 (भाग), 2954 (भाग), 2955 से 2959, 2960 (भाग), 2961 (भाग), 2963 (भाग), 2964 (भाग), 2965 से 2967, 2968 (भाग), 2969 (भाग), 2970 (भाग), 2971, से 3025, 3026 (भाग), 3027 (भाग), 3028 (भाग), 3029 से 3036, 3037 (भाग), 3038 से 3051, 3052 (भाग), 3053 (भाग), 3054 (भाग) और 3055 (भाग)।

गोपीडीह ग्राम में अजित किए जाने वाले प्लाट संख्यांक 1 से 229 तक

दगहरी ग्राम में अजित किए जाने वाले प्लाट संख्यांक—

685 (भाग), 686 (भाग), 687 (भाग), 688 (भाग), 689 (भाग), 696 (भाग), 701 (भाग), 702 (भाग), 703, 704, 705 (भाग), 706 से 764, 765 (भाग), 766 से 772, 773 (भाग), 774 (भाग), 877 (भाग), 878, 879, 880, 881, 882 (भाग), 884 (भाग), 1121 (भाग), 1231 (भाग), 1246 (भाग), 1248 (भाग), 1249 (भाग), 1250, 1251 (भाग), 1636 (भाग), 1649 (भाग), 1650 (भाग), 1651 से 1654, 1655 (भाग), 1656 (भाग), 1657 (भाग), 1658 (भाग), 1660 (भाग), 1661 (भाग), 1662, 1663, 1664 (भाग), 1665 से 1680, 1681 (भाग), 1682 (भाग) और 1683 (भाग)।

पर्वतपुर ब्लॉक का सीमा वर्णन—

क-ख रेखा भावरदाहा ग्राम के सी० एम० प्लाट संख्यांक 843/1062 की और तेटन्वाबाद ग्राम के सी० एम० प्लाट संख्यांक 253 की भागत उत्तरी सीमा के साथ-साथ जाती है और बिन्दु ख पर मिलती है।

ख-ग रेखा तेटन्वाबाद ग्राम के सी० एम० प्लाट संख्यांक 253 की और मासियाडीह ग्राम के सी० एम० प्लाट संख्यांक 608 की भागत उत्तरी सीमा के साथ-साथ जाती है और बिन्दु ग पर मिलती है।

ग-घ रेखा बरकुभी ग्राम के सी० एम० प्लाट संख्यांक 696 जट्टडीह ग्राम के सी० एम० प्लाट संख्यांक 652, गन्साडीह ग्राम के सी० एम० प्लाट संख्यांक 167, पेटिया ग्राम के सी० एम० प्लाट संख्यांक 2714 की सीमा के साथ-साथ जाती है और बिन्दु घ पर मिलती है।

घ-ङ रेखा हुनारी ग्राम के सी० एम० प्लाट संख्यांक 1 की भागत पूर्वी सीमा के साथ-साथ जाती है।

ङ-च रेखा हुनारी ग्राम के भागत सी० एम० प्लाट संख्यांक 1, फतेहपुर ग्राम के सी० एम० प्लाट संख्यांक 1283, 1281, 1291, 1295, 1301, 1341, 1347, 1348, 1349, 1350, 1953, 1404, 1409, 1410, 1754, 1755, 1756, 1757, 1758, 1738, 1739, 1719, 1720, 1721, 1736, 1734, 1724, 1757, 1694, 1695, 1694, 1693 और 1680

बिगाजडीह ग्राम के सी० एम० प्लाट संख्यांक 61, 64, 65, 51, 54, 5, 6, 9, 10, 14 और 15, नवाडीह ग्राम के सी० एम० प्लाट सं० 17, 16, 23, 26, 32, 34, 35, 71 और 78, देवग्राम के सी० एम० प्लाट संख्यांक 26, 42, 43, 44, 41, 49, 59, 107, 108, 109, 111, 112, 193 और 2867, पर्वतपुर ग्राम के सी० एम० प्लाट संख्यांक 2360, 2356, 2357, 2358, 2373, 2371, 2366, 2374, 2402, 2403, 2320, 2321, 2322 से होकर जाती है और बिन्दु च पर मिलती है।

च-छ

रेखा पर्वतपुर ग्राम के सी० एम० प्लाट संख्यांक 2412, 2413, 2415, 2416, 2425, 2424, 2423, 2422, 2446, 2447, 2450, 2453, 2456, 2455, 2454, 2479, 2480, 2495, 2494, 2496, 2497, 2500, 2501, 2508, 2509, 2510, 2527, 2526 और 2525 उपरखेडा ग्राम के सी० एम० प्लाट संख्यांक 497, 495 और 494 से होकर जाती है और बिन्दु छ पर मिलती है।

छ-ज

रेखा उपरखेडा ग्राम के सी० एम० प्लाट संख्यांक 494, 27, 3, 7, 1, करासिया ग्राम के सी० एम० प्लाट संख्यांक 566, 535, 534, 535, 533, 539, 532, 530, 527, 515, 505, 506, 437, 438, 439, 446, 412, 30, 31, 32, 34, 33, 38, 25, 42, 44, 45, 46, 49 और 48

बतविनोर के सी० एम० प्लाट संख्यांक 3026, 3027, 3028, 3055, 3037 भाग, 3054, 3053, 3052, 2970, 2979, 2968, 2945, 2964, 1963, 2961, 2965, 2960, 2956, 2954, 2953, 2887, 2237, 1208, 1209, 1207, 1204, 1203, 1218, 1219, 1234, 1233, 1235, 1236, 1238, 1237, 1294, 1295, 1290, 1301, 1303 और के से चिह्नित खार 1637, 1639, 1640, 1778, 1777, 1802, 1798, 1799, 1800, 1806, 1807, 1837, 1844 271, 270, 1846, 1847 और 1848 दगहरी ग्राम के सी० एम० प्लाट संख्यांक 1682, 1683, 1681, 1664, 1661, 1660, 1659, 1657, 1656, 1655, 1649, 1650, 1251, 1248, 1246, 1231, 1249, 1121, 884 से होकर जाती है और बिन्दु ज पर मिलती है।

ज-झ

रेखा दगहरी ग्राम के सी० एम० प्लाट संख्यांक 1121, 884, 882, 877, 774, 780, 783, 782, 785, 786, 788, 789, 790, 791, 769, 809, 810, 806, 803, 705, 701, 702, 696, 698, 688, 689, 687, 685, और 686 से होकर जाती है और बिन्दु झ पर मिलती है।

झ-ञ

रेखा दगहरी ग्राम के सी० एम० प्लाट संख्यांक 686, दगहरी और अलौरा ग्रामों की भागत सम्मिलित सीमा, गोपीडीह ग्राम के सी० एम० प्लाट संख्यांक 1, 4, 5, 45, 46, 52, 53, 55 और 58 से होकर गोपीडीह और अलौरा ग्रामों की सम्मिलित सीमा के साथ-साथ बतविनोर ग्राम के सी० एम० प्लाट संख्यांक 33, 1, 3, 149, 153, 157 से होकर बतविनोर और अलौरा

ग्रामों को भागतः सम्मिलित सीमा के साथ साथ जाती है और बिन्दु-अ पर मिलती है ।

और अलौरा ग्रामों की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु-ब पर मिलती है ।

अ-द रेखा बतबिनोर ग्राम के सी० ए० प्लॉट संख्यांक 163, 540, 541, 544, 574, 575, 580, 581, 583, 584, 586, 587, 648, 647, 650, 651, 652 666, 686, 691 और 694 से होकर बतबिनोर और अलौरा ग्रामों की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु-द पर मिलती है ।

इ-क रेखा मचातनर ग्राम के सी० ए० प्लॉट संख्यांक 945, 946, 942, 941, 917, 918, 922, 928, 929, 930, 931, 913, 857, 792, 796, 793, 794, 788, 787, 770, 767, 772, 740, 739, 738, 708, 709, 710, 714, 703, 716, 702, 700, 718, 693, 696, 697, 689, 683, 681, 680, 679, 666, 678, 674, 671, 602, 603, 604, 620, 619, 618, 617, 616, 615, 523, 524, 522, 520, 519, 517, 518, 513, 512, 507, 500 468, और भावरदाहा ग्राम के सी० ए० प्लॉट संख्यांक 843/1062 से होकर जाती है और बिन्दु "क" पर मिलती है ।

द-ठ रेखा बिजरी ग्राम के सी० ए० प्लॉट संख्यांक 89 से होकर

बिजरी और अलौरा ग्रामों की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु-ठ पर मिलती है ।

ठ-इ रेखा मचातनर ग्राम के सी० ए० प्लॉट संख्यांक 1663, 1662, 1661, 1660, 1658, 1647, 1646, 1637, 1636, 1635, 1116, 1116, 1118, 1114 1112, 1093, 1094, 1092, 1091, 1089, 1088, 1007, 1006, 1005, 1004, 1001, 1000, 999, 998, 994, 996, 993, 992, 990, 954, 949, 948, 947, 945 से होकर मचातनर-

[फा० सं० 19/84/82-सी एल]

समय सिंह, खबर सचिव

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 11th October, 1983

S.O. 4077.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the Schedule annexed to this notification.

Now, Therefore, in exercise of the powers conferred by sub-section (i) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The Plan of the area covered by this notification may be inspected in the office of the Collector, Dhanbad or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Director (Corporate Planning and Projects), Bharat Coking Coal Ltd., Koyla Bhawan, Post Office-Saraidhella, Dist. Dhanbad (Bihar).

Any person interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Director (O) West, Bharat Coking Coal Limited, Dhanbad within ninety days from the date of the publication of the notification in the Gazette of India, as required by rule-5 of the Coal Bearing Areas (Acquisition and Development) Rules, 1957.

SCHEDULE

PARBATPUR BLOCK

(Jharia Coalfield)

Drg. No. BCCL/ED/43-82

Dated 17-7-1982

(Showing land to be notified for prospecting.)

Sl. No.	Village	Thana No.	Thana	District	Area in Acres	Remarks
1	2	3	4	5	6	7
1.	Bhawardaha	355	Topchanchi	Dhanbad	41.30	Part
2.	Tetangabad	90	Jharia	"	112.35	"
3.	Majhiladih	91	"	"	18.50	"
4.	Bardubhi	92	"	"	41.45	"
5.	Jattudih	104	"	"	35.50	"

1	2	3	4	5	6	7
6.	Gansadih	105	Jharja	Dhanbad	10.10	Part
7.	Jarma	106	"	"	28.12	"
8.	Petia	107	"	"	38.60	"
9.	Dungri	111	"	"	99.20	"
10.	Gopidi	75	Chas	"	73.39	"
11.	Tughari	76	"	"	88.00	"
12.	Kararia	203	"	"	35.20	"
13.	Parbatpur	204	"	"	748.60	"
14.	Batbinor	205	"	"	514.00	"
15.	Machatanr	207	"	"	247.00	"
16.	Dibarda	208	"	"	435.00	Full
17.	Nayaban or Pabratnr	209	"	"	494.82	"
18.	Talgoria	210	"	"	416.17	"
19.	Silphore	211	"	"	969.16	"
20.	Fatehpur	212	"	"	297.40	Part
21.	Birajdih	217	"	"	27.00	"
22.	Nawadih	218	"	"	21.50	"
23.	Debgram	220	"	"	76.90	"
24.	Uparbandha	221	"	"	11.00	"

Total Area 4866.99 Acres Approx.
or 1992.10 Hectares Approx.

BOUNDARY DESCRIPTION

- A-B, B-C. Line passes through the villages Bhawardaha, Tetangabad, Majhiladih, Bardubhi, Jattudih, Gansadih.
 C-D & D-E Jarma, Petia & Dungri (along the part left Bank of River Damodar) and meets at point E.
 E-F & F-G Line passes through Damodar River in villages Dungri, Fatehpur, Birajdih, Nawadih, Debgrame, Parbatpur and Uparbandha and meets at point G.
 G-H Line passes through the villages Uparbandha, Kurariya, Batbinor and Tughari and meets at point H.
 H-I Line passes through the village Tughari.
 I-J Line passes along the common boundary of Mouza Gopidih and Batbinor and Aluara and meets at Point J.
 J-K Line passes along the common boundary of Mouza Batbinor and Aluara and meets at point K.
 K-L Line passes along the common boundary of Mouza Batbinor Dibarda and Aluara and meets at point L.
 L-M Line passes along the common boundary of Mouza Machatanr and Aluara and meets at point M

DETAILS OF THE PLOTS TO BE NOTIFIED

Plots No. to be acquired in Village Bhawardaha 843/1062 part.

Plot No. to be acquired in village Tetangabad : 253.

Plot No. to be acquired in village Majhiladih or Jagidi 608.

Plot No. to be acquired in village Bardubhi : 940/969.

Plot No. to be acquired in village Jattudih : 652.

Plot No. to be acquired in village Gansadih 167

Plot No. to be acquired in village Jarma 557/568.

Plot No. to be acquired in village Petia 2616/2714.

Plot No. to be acquired in village Dungri 1 part

Plot nos. to be acquired in village Silphore 1 to 4467.

Plot nos. to be acquired in village Machatanr- 437p, 500p, 501, 502, 503, 504, 505, 506, 507p, 508, 509, 510, 511, 512p, 513p, 514, 515, 516, 517p, 518r, 519p, 520p, 522p, 523p, 524, 601, 602p, 603p, 604p, 605 to 614, 615p, 616p, 617p, 618p, 619, 620p, 671p, 672 to 674, 675p, 676p, 677, 678p, 679p, 680p, 681p, 682, 683p, 689p, 690 to 696, 697p, 698p, 699p, 700p, 702p, 703p, 713p, 714p, 715 to 717, 718p, 719 to 737, 738p, 739p, 740p, 767p, 770p, 771, 772p, 773 to 786, 787p, 788p, 789, 790, 791, 792p, 793p, 794p, 796p, 857p, 913p, 917p, 918p, 922p, 928p, 929p, 930p, 931p, 932p, 941, 942p, 945p, 946p, 947 to 1670.

Plots nos to be acquired in village Nayaban alias Parbatpur 1 to 2603.

Plots nos to be acquired in village Talgoria 1 to 1846.

Plots nos to be acquired in village Fetehpur 1 to 1280, 1281p, 1282, 1283p, 1291p, 1295p, 1296 to 1300, 1301p, 1302 to 1340, 1341p, 1342 to 1347, 1346, 1348p, 1349, 1350p, 1353p, 1402, 1403p, 1404p, 1405p, 1409p, 1410p, 1411 to 1679, 1680p, 1681 to 1692, 1693p, 1694p, to 1697p, 1698 to 1718, 1719p, 1720p, 1721p, 1722, 1723, 1724p, 1734p, 1736p, 1738p, 1739p, 1740 to 1753, 1754p to 1758p, 1818 to 1820, 1822 & 1823.

Plots nos to be acquired in village Birajdi 1 to 4, 5p, 6p, 7, 8p, 9p, 10p, 14p, 15p, 51p, 52, 53, 54p, 55 to 60, 61p, 62, 63, 64, 65 & 68p.

Plots nos to be acquired in village Nawadih 1 to 7, 8p, 9 to 15, 16p, 17p, 23p, 24, 25, 26p, 27 to 29, 30p, 31p, 32p, 33, 34p, 35p & 71p.

Plots nos to be acquired in village Debgram 1 to 25, 26p, 27p, 28 to 40, 41p, 42p, 43p, 44p, 49p, 50 to 58, 59p, 107p, 108p, 111p, 2840, 2867p, 2888 to 2892.

Plots nos to be acquired in village Parbatpur 2320p to 2322p, 2323 to 2355, 2356p, 2357p, 2358p, 2360p, 2365, 2366p, 2367 to 2370, 2371p, 2372, 2373p, 2374p, 2402p, 2403p, 2412p, 2413p, 2415p, 2416p, 2422p, 2425p, 2426 to 2445, 2446p, 2447p, 2448, 2449, 2450p, 2453p to 2456p, 2457 to 2478, 2479p, 2480p, 2494p, 2495p, 2496p, 2497p, 2498, 2499, 2500p, 2501p, 2502 to 2507, 2508p, 2509p, 2510p, 2511 to 2524, 2525p, 2526p & 2527p, 2550 & 2551.

Plots nos to be acquired in village Uparbandha 1p, 8p, 27p, 494p, 495p, 496 & 497p.

Plot nos to be acquired in village Kuraria 1 to 24, 25p, 26 to 29, 30p to 34p, 38p, 42pp, 43, 44p, 45p, 46p, 47, 48p, 49p, 412p, 413 to 436, 437p, 438p, 439p, 446p, 504p, 505p, 506p, 507 to 514, 515p, 527, 528, 529, 530p, 532p, 533p, 534, 535p, 538p, 539p & 566p.

Plots nos to be acquired in village Batbinor 1 to 269, 270p, 271p, 272 to 1206, 1207, 1208p, 1209p, 1213p, 1214p, 1215 to 1218, 1219p, 1233p, 1234p, 1235p, 1236p, 1237p, 1238p, 1294p, 1295p, 1296p, 1297p, 1301p, 1302, 1303p and plots marked K 1619 to 1635, 1636p, 1637p, 1638, 1639p, 1640p, 1777p, 1778p, 1779 to 1797, 1798p, 1799p, 1800p, 1802, 1806p, 1807, 1837p, 1838 to 1843, 1844p, 1846p, 1847p, 1848p, 2237p, 2887p, 2945p, 2953p, 2954p, 2955 to 2959, 2960p, 2961p, 2963p, 2964p, 2965 to 2967, 2968p, 2969p, 2970p, 2971 to 3025, 3026p, 3027p, 3028p, 3029 to 3036, 3037p, 3038 to 3051, 3052p, 3053p, 3054p & 3055p,

Plots nos to be acquired in village Gopidih 1 to 229.

Plots nos to be acquired in village Taghari 685p, 686p, 687p, 688p, 689p, 698p, 696p, 701p, 702p, 703, 704, 705p, 706 to 764, 765p, 766 to 772, 773p, 774p, 877p, 878, 879, 880, 881, 882p, 884p, 1121p, 1231p, 1246p, 1248p, 1249p, 1250, 1251p, 1636p, 1649p, 1650p, 1651 to 1654, 1655p, 1656p, 1657p, 1658p, 1660p, 1661p, 1662, 1663, 1664p, 1665 to 1680, 1681p, 1682p & 1683p.

BOUNDARY DESCRIPTION PARBATPUR BLOCK

- A—B Line passes along the part of Northern boundary of C.S. plot no. 843/1062 of village Bhawardaha and C. S. plot No. 253 of village Tetangabad and meets at point-B.
- B—C Line passes along the part of Northern boundary of C.S. Plot No. 253 of Tetangabad and C.S. Plot No. 608 of village Majhiladih and meets at point-C
- C—D Line passes along the boundary of C.S. plot No. 696 of village Bardubhi, C.S. Plot No. 652 of village Jattudih, C.S. Plot No. 167 of village Cansadih, C.S. Plot No. 2714 of village Patia and meets at point D.
- D—E Line passes along the part of Eastern boundary of C.S. Plot No. 1 of village Dungri and meets at point—E.
- E—F Line passes through part of C.S. Plot No. 1 of village Dungri, C.S. Plot Nos. 1283, 1281, 1291, 1295, 1301, 1341, 1347, 1348, 1349, 1350, 1353, 1404, 1409, 1410, 1754, 1755, 1756, 1757, 1758, 1738, 1739, 1719, 1720, 1721, 1736, 1734, 1724, 1697, 1696, 1695, 1694, 1693 & 1680 of village Fetehpur, C.S. Plot nos. 61, 64, 65, 51, 54, 5, 6, 9, 10, 14 & 15 of village Berajdi C.S. plots nos. 17, 16, 23, 26, 32, 34, 35, 71 & 78 of village Nawadih, C.S. Plot No. 26, 42, 43, 44, 41, 49, 59, 107, 108, 109, 111, 112, 193 & 2867 of village Debgram, C.S. Plot nos. 2360, 2356, 2357, 2358, 2373, 2371, 2366, 2374, 2402, 2403, 2320, 2321, 2322 of village Parbatpur & meets at point-F
- F—G Line passes through C.S. plots nos: 2412, 2413, 2415, 2416, 2425, 2424, 2423, 2422, 2446, 2447, 2450, 2453, 2456, 2455, 2454, 2479, 2480, 2495, 2494, 2496, 2497, 2500, 2501, 2508, 2509,

- 2510, 2527, 2526, & 2525 of village Parbatpur, C.S. plots nos. 497, 495 & 494 of village Uparbandha and meets at point-G.
- G—H Line passes through C.S. plots nos. 494, 27, 8, 7, 1, of village Uparbandha, C.S. plots nos. 566, 535, 534, 535, 533, 539, 532, 530, 527, 515, 505, 506, 437, 438, 439, 446, 412, 30, 31, 32, 34, 33, 38, 25, 42, 44, 45, 46, 49 & 48 of village Kuraria, C.S. plots nos. 3026, 3027, 3028, 3055, 3037p, 3054, 3053, 3052, 2970, 2979, 2968, 2945, 2964, 2963, 2961, 2965, 2960, 2956, 2954, 2953, 2887, 2237, 1208, 1209, 1207, 1204, 1203, 1218, 1219, 1234, 1233, 1235, 1236, 1238, 1237, 1294, 1295, 1296, 1301, 1303 and plots marked K. 1637, 1639, 1640, 1778, 1777, 1802, 1798, 1799, 1800, 1806, 1807, 1837, 1844, 271, 270, 1846, 1847, & 1848 of Mouza Batbunor, C.S. plot Nos. 1682, 1683, 1681, 1664, 1661, 1660, 1658, 1657, 1656, 1655, 1649, 1650, 1251, 1248, 1246, 1231, 1249, 1121, 884 of Village Taghari and meets at point H.
- H—I Line passes through C.S. Plots Nos. 1121, 884, 882, 877, 774, 780, 783, 782, 785, 786, 788, 789, 790, 791, 769, 809, 810, 806, 803, 705, 701, 702, 696, 698, 688, 689, 687, 685, & 686 of village Tughari and meets at point—I.
- I—I Line passes through C.S. Plot No. 686 of village Tughari part common boundary of village Tughari & Aluara, CS plots nos. 1, 4, 5, 45, 46, 52, 53, 55 & 56 of village Gopidih along the common boundary of village Gopidih & Aluara, CS Plots nos. 33, 1, 3, 149, 153, 157 of village Batbinor along the part common boundary of village Batbinor and Aluara and meets at point-J.
- J—K Line passes through C.S. plots nos. 163, 540, 541, 544, 575, 576, 580, 581, 583, 584, 586, 587, 648, 647, 650, 651, 652, 666, 686, 691, & 694 of village Batbinor along the common boundary of village Batbinor and Aluara and meets at point-K.
- K—L Line passes through CS Plot No. 89 of village Dibarda along the common boundary of village Dibarda and Aluara and meets at point "L".
- L—M Line passes through C.S. Plots nos. 1663, 1662, 1661, 1660, 1658, 1647, 1646, 1637, 1636, 1635, 1116, 1118, 1114, 1112, 1093, 1094, 1092, 1091, 1089, 1088, 1007, 1006, 1005, 1004, 1001, 1000, 999, 998, 994, 996, 993, 992, 990, 954, 949, 948, 947, 945 of village Machatanr along the common boundary of village Machatanr and Aluara and meets at point-M.
- M—A Line passes through CS plot Nos. 945, 946, 942, 941, 917, 918, 922, 928, 929, 930, 931, 913, 857, 792, 796, 793, 794, 788, 787, 770, 767, 772, 740, 739, 738, 708, 709, 710, 714, 703, 716, 702, 700, 718, 693, 696, 697, 689, 683, 681, 680, 679, 666, 678, 674, 671, 602, 603, 604, 620, 619, 618, 617, 616, 615, 523, 524, 522, 520, 519, 517, 518, 513, 512, 507, 500, 469 of village Machatanr and CS plot No. 843/1062 of village Bhawardaha and meets at point—A.

[No. 19/84/82—C L]

SAMAY SINGH, Under Secy.

संस्कृति विभाग

(भारतीय पुरातत्व सर्वेक्षण)

नई दिल्ली, 1 अक्टूबर, 1983

(पुरातत्व)

का० आ० 4078.—केन्द्रीय सरकार की यह राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट पुरातत्वीय स्थल और अवशेष राष्ट्रीय महत्व के हैं, अतः, अब, केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 21) की धारा 4 को उपाया (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 25 जून, 1977 में प्रकाशित, संस्कृति विभाग (भारतीय पुरातत्व सर्वेक्षण) की अधिसूचना सं० का० आ० 2126, तारीख 4 जून, 1977 को अधिकृत करते हुए, उक्त पुरातत्वीय स्थल और अवशेष को, राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से वेतो है।

ऐसे आशय पर जो इस प्रकार विनिर्दिष्ट दो मास की अवधि के भीतर उक्त स्थल और अवशेष में हिलबल किसी में प्राप्त होगा, केन्द्रीय सरकार विचार करेगी।

अनुसूची									
राज्य	जिला	तहसील	परिक्षेत्र	पुरातत्वीय स्थल और अवशेष का नाम और वर्णन	संरक्षण के अधीन सम्मिलित की जाने वाली राजस्व प्लॉट संख्यांक	क्षेत्र	सीमाएं	स्वामित्व	टिप्पणियां
1	2	3	4	5	6	7	8	9	10
आन्ध्र प्रदेश	प्रकासम्	गिद्दालूर	पुसलापाडू	सर्वेक्षण सं० 270, 271, 272, 295/1, 296/ख और 393 में समाविष्ट एक टीले में अस्त-विष्ट पुरातत्वीय स्थल और अवशेष	सर्वेक्षण प्लॉट सं० 270, 271, 272, 295/1, 296/ख और 393	40.64 एकड़	उत्तर : सर्वेक्षण प्लॉट संख्यांक 273 और 284 पूर्व : सर्वेक्षण प्लॉट संख्यांक 284, 295, 286, 287, 291, 292, 293, 294, 302, 295/2, 295/3 और 392 (टैंक) दक्षिण : सर्वेक्षण प्लॉट सं० 394 पश्चिम : सर्वेक्षण प्लॉट संख्यांक 242, 244, 247, 248, 269 और 394	निजी स्वामित्वाधीन सर्वेक्षण प्लॉट संख्यांक 271 और 272 और शेष क्षेत्र जो सरकार के स्वामित्वाधीन है।	कोई नहीं

[सं० 2/11/83-एम०]

डी० मित्रा, महानिदेशक और पदेन संयुक्त सचिव

DEPARTMENT OF CULTURE
(Archaeological Survey of India)
New Delhi, the 1st October, 1983
ARCHAEOLOGY

S.O. 4073.—Whereas the Central Government is of opinion that the archaeological site and remains specified in the schedule annexed hereto are of national importance.

Now, therefore in exercise of the powers conferred by sub-section(1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), and in supersession of the notification of the Department of Culture (Archaeological Survey of India) N.O.S.O. 2126, dated the 4th June, 1977, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 25th June, 1977, the Central Government gives two months' notice of its intention to declare the said archaeological site and remains to be of national importance from the date of publication of this notification in the official Gazette.

Any objection which may be received from any person interested in the said site and remains within a period of two months so specified, will be considered by the Central Government.

SCHEDULE

State	District	Tehsil	Locality	Name and Description of Archaeological Site & Remains	Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Andhra Pradesh	Prakasam	Giddalur	Pusala-padu	Archaeological site and remains containing a mound comprising in Survey Nos. 270, 271, 272, 295/1, 296/B, and 393.	Survey plot number 270, 271, 272, 295/1, 296/B and 393.	40.64 acres	North : Survey plot Nos. 273 and 284 East : Survey plot Nos. 284, 285, 286, 287, 291, 292, 293, 294, 302, 295/2, 295/3 and 392 (Tank) South : Survey plot No. 394 West : Survey plot numbers 242, 244, 247, 248, 269 and 394.	Survey plot Nos. 271 and 272 under private ownership and remaining area owned by Government.	Nil.

[No. 2/11/83-M]

D. MITRA, Director General and
Ex-Officio Jt. Secy

MINISTRY OF LABOUR & REHABILITATION

(Department of Labour)

New Delhi the 20th October, 1983

S.O. 4079.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the State Bank of India Patna, and their workmen, which was received by the Central Government on the 11th October, 1983.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 3, DHANBAD
Reference No. 68/82

PARTIES :—

Employers in relation to the management of State Bank of India, Patna.

AND

Their Workman.

APPEARANCES :—

For the Employers—Shri M.K. Tewary, Advocate

For the Workman—Shri R.S. Murthy, Advocate

INDUSTRY : Bank

STATE : Bihar

Dated, the 5th October, 1983

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-12012(73)/82-D. II(A) dated the 24th July, 1982.

SCHEDULE

“Whether the action of the management of State Bank of India in terminating the services of Shri Nand Kishore Lohia, Cashier in their Sahebaganj Branch with effect from 15-9-67 is justified? If not to what relief is the workman entitled?”

2. The case of the workman is that he was appointed as a temporary Cashier at the Sahebaganj Branch of the State Bank of India by the Manager of the State Bank with effect from 3-6-1964 and he intermittently continued to work till 14-9-1967. But all on a sudden his services were terminated on 15-9-1967 without any notice but by that time he had put in 450 days of service with breaks as per statement attached along with the written statement. It is further stated that he had worked for more than 240 days in a period of 12 months from 15-9-1966 to 14-9-67 the date of his termination. But his services were terminated without complying with the provisions of Section 25F of the Industrial Disputes Act. No notice or any chargesheet was ever issued against him. It is submitted that his services were being utilised from time to time and with a view to deprive him of the permanency this contrivance of stopping him from service was adopted by the Bank. It is also submitted that his termination amounts to retrenchment within the meaning of Section 2(oo) of the Industrial Disputes Act and non-compliance with the provisions of Section 25F which is a mandatory provision makes the retrenchment illegal and void.

3. It is further stated that the concerned workman represented his case before the management from time to time but without any success. He sent number of letters and representations both registered and under certificate of posting, but the Bank paid no attention to those representations and before the Conciliation Officer when the dispute was raised the Bank made out a case that the concerned workman was gainfully employed elsewhere in the meantime. It is submitted that the workman had accepted a part-time job for some period in Bharitiya Engineering Syndicate at Sahebaganj and was getting less than Rs. 300 per month. His service is said to be quite satisfactory and therefore it is submitted that the termination

of his service is illegal and he should be reinstated with full back wages.

4. The defence of the Bank is that Sri Lohia, the concerned workman was appointed on 3-6-1964 on a purely temporary basis to make a stop gap arrangement and as such his services were likely to be terminated without any notice. It is stated that the manager had also no authority to appoint Shri Lohia nor he was recommended through any Employment Exchange nor he did attain the requisite age at the time of initial appointment on 3-6-1964. According to the management Shri Lohia was appointed on a contractual basis at Sahebaganj Branch and as per terms of the contract his services were liable to be terminated without any notice and there was no illegality on the part of the management in terminating his services. The further case of the management that as per rules of the Bank Sri Lohia was to compete in test examination in order to achieve permanent appointment but though he had availed the opportunity he could not succeed in his attempts in the years 1967 and 1971 and he also did not pursue his claim for reinstatement since the date of his termination. But thereafter he approached the Bank merely to take advantage of Supreme Court decision in Sundermoney's case which is not applicable. It is submitted that Sri Lohia did not press for reinstatement from 1967 to 9-3-77 and he pressed for fresh appointment in the Bank. The representations made by the concerned workman were all along for fresh appointment and not for reinstatement and as he did not complete in the written and verbal tests he was not appointed.

5. On the above allegations it is prayed that the Reference be decided in favour of the management.

6. The point for consideration is as to whether the action of the management of State Bank of India in terminating the service of the concerned workman with effect from 15-9-1967 is justified. If not to what relief is he entitled.

7. Besides filing several documents the concerned workman has examined himself as WW-1 and has supported his case. He has stated that he worked as a Cashier from 3-6-1964 to 14-9-1967 intermittently and in these three years he worked for 445 days. He has further stated that between 1-4-1966 and 31-3-1967 he worked for 268 days and again between 15-9-1966 and 14-9-67 (the date of his termination) he worked for 317 days which was more than 240 days required for being counted as in continuous service. The period of work as stated by the concerned workman has not been challenged and is rather admitted by the management during the course of the argument and is also proved from the statement filed by the concerned workman.

8. Exts. W-1 to W-1/37 are the different letters of appointment issued to the concerned workman from time to time and the contents of those letters are virtually the same. Ext W-1 is the first letters of appointment dated 3-6-1964 which shows that the concerned workman was appointed as a temporary Poddar at Sahebaganj Branch for a period of 7 days with effect from that date and the appointment will be deemed to have come to an end at the expiry of the aforesaid period unless in the meantime it is extended at the discretion of the Bank for a further period or periods. When this period was going to expire the concerned workman got another letter of appointment Ext. W-1/1 dated 10-6-64 appointing him for a period of 16 days on the same terms. Ext. W-1/2 is another letter dated 11-3-1966 appointing the concerned workman as Poddar for a period of 21 days on the same terms. Similarly Ext. W-1/3 would show that he was appointed for a period of one month from 1-6-1966. There are subsequent letters of appointment for subsequent period on the same terms. The last letters of appointment is Ext. W-1/37 dated 1-9-1967 under which he was permitted to continue in his existing capacity for another period of 14 days from 1-9-1967 with condition that his appointment will be deemed to have come to an end at the expiry of the aforesaid period unless in the meantime it is extended at the discretion of the Bank for a further period or periods. Thereafter no fresh appointment was given to the workman and his services came to an end. From all these letters it is clear that from 3-6-1964 till 14-9-1967 the concerned workman was appointed as Cashier or Poddar for certain specific period. As stated already he had completed more than 240 days of service within a period of 12 months prior to the date of termination of his service.

9. It will further appear that after termination of his service the workman applied for his appointment before the Bank and the Bank by letter Ext. W-2 dated 20-10-1967

directed him to appear in a written test and an interview letter was also issued him (Ext. W-2/1) but finally he was not selected. Again in the year 1971 the workman was asked to appear in written test and was interviewed but finally no appointment was made. The case of the management is that all along since the services of the concerned workman was terminated but he prayed for fresh appointment and never prayed for his reinstatement. But this fact does not appear to be correct. Ext. W-3 is a letter dated 18-11-67 written by the workman to the Agent State Bank of India stating that from 3-6-64 to 14-9-67 he had worked for 454 days in total as a cashier and he has been assured by the Agent that his services will become permanent, but unfortunately his services were terminated without any reason which is improper and unjustified and therefore he should be permitted to join the service otherwise he will move the Labour Court for justice. From this letter it is clear that the concerned workman in fact prayed for his reinstatement under the provisions of the Industrial Disputes Act though the provisions of the said Act were not specifically mentioned in his letter nor it was necessary to do so. It is no doubt true that in subsequent letters written by the workman he prayed for his appointment but he has stated that the actual prayer was for his reinstatement. All these letters are on the record and have been exhibited. It will also appear that the Bank also replied to some of his letters and also sought for certain informations from him to which the concerned workman replied. Ext. W-24 is a letter of the Bank dated 2-6-1979 by which the concerned workman was directed to submit a fresh representation incorporating therein that his request for reinstatement in the Bank is not merely to take advantage of the judgement of the Supreme Court in Sundaramoney case. The concerned workman replied to this letter which is Ext. W-25 in which he stated that after termination of his service he had no employment and that his case for reinstatement in the Bank's service had been taken up by the Association prior to the announcement of the judgement of the Supreme Court and that his case should be considered and that he be reinstated in the Bank's service. The Bank again wrote a letter to him (Ext. W-26) directing him to submit his fresh representation incorporating therein that in his request for reinstatement in the Bank's service is not merely to take advantage of the said judgement of the Supreme Court in Sundaramoney case. The concerned workman replied by Ext. W-27 stating that his prayer for reinstatement was not to take advantage of the said judgement but he should be reinstated. Other information were asked from the concerned workman by the Bank by letter Ext. W-28 to which the concerned workman replied giving the details. Almost a true copy of the same documents which have been filed on behalf of the workman have been filed by the management also and they have been marked Exts. M-1 to M-14 and it is not necessary to repeat them.

10. From all these facts it is clear that the concerned workman was working though intermittently as a Cashier in the Bank with effect from 3-6-1964 till 14-9-67 and that he had admittedly completed more than 240 days immediately preceding 12 calendar months of his termination of service.

11. The main defence of the management as stated already is that the concerned workman was appointed on a contractual basis because in all the appointment letters he was informed that his services will come to an end after the expiry of the period mentioned in the appointment letter and in such circumstances the termination or stopping the services of the concerned workman is legal and valid.

12. The facts of this case is similar to the facts of the Sundaramoney case decided by the Supreme Court and reported in 1976(1) L.L.J. page 478. The said case also related to the State Bank of India. From a perusal of the said ruling it will appear that in that case also the concerned workman was appointed as a cashier off and on by the State Bank of India between July 4, 1970 and November 18, 1972. The intermittent brakes notwithstanding his total number of days of employment answered the test of "deemed" continuous service with in Section 25B(2) of the Act. In his appointment letters also the period of appointment was given and it was mentioned that the employment unless terminated earlier will automatically cease at the expiry of the period and that the appointment was of a purely temporary nature. The same terms and conditions are enumerated in all the appointment letters of the concerned workman. It was held by the Supreme Court that the words "for any reason whatsoever" in the definition of retrenchment U/S (200) is very wide and almost admitting of no exception. It was held that this section is the master of the situation and whatever the reason every termination spells out retrenchment. A termination is where a terms expires either by the active step of the master or the running out of the stipulated term. To protect the weak against the strong, this policy of comprehensive definition has been effectuated. Termination embraces not merely the act of termination by the employer but the fact of termination however produced. It was further held that in that case employment ceased, concluded on the expiration of 9 days automatically, may be, but cessation of the time and to write in the order of appointment the date of termination confers no moksha from Section 25F(b). The Supreme Court held that the said termination amounted to retrenchment and as the provisions of Section 25F of the Industrial Disputes Act has not been complied with the termination was illegal and void.

13. Section 25-B of the Industrial Disputes Act has defined the word "continuous service" and clause 2(a) provides that where a workman is not in continuous service within the meaning of Clause (1) for a period of one year or six months, he shall be deemed to be in continuous under an employer for a period of one year if the workman during a period of 12 calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than 190 days in the case of a workman employed belowground and 240 days in other case. Admittedly the concerned workman had worked for more than 240 days during a period of 12 calendar months preceding the date of his retrenchment and in the circumstances he must be deemed to be in continuous service.

14. Then comes Section 25F which prescribes the conditions precedent to retrenchment of workman. It provides that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer unless the workman has been given one month's notice and further he must be paid at the time of retrenchment compensation which shall be equivalent to 15 days average pay for every completed year of continuous service and notice in the prescribed manner is served on the appropriate Govt.

15. Admittedly none of these provisions of the Industrial Disputes Act was followed by the Bank. The concerned workman was neither given any notice nor retrenchment compensation.

16. It was however urged that proviso to Section 25F (a) says that notice shall not be necessary if the retrenchment is under an agreement which specifies a date for termination of service. Now if it be conceded that no notice was

required still the provisions of Clauses (b) & (c) that is payment of retrenchment compensation and notice on the appropriate Govt. was not complied with. The provision of Section 25F is a mandatory provision and non-compliance with this provision will make the termination illegal and void ab initio. This principle has clearly been enunciated by the Supreme Court in Sundaramoney's case.

17. Much stress has been led on behalf of the management that it is a stale claim and stale claim should not be allowed. It is no doubt true that the Reference was made in the year 1982 while termination was in 1967. But during this period the workman was pursuing his case and even in 1967 and subsequently he filed several representations before the management. His letter Ext. W-3 challenged the order of termination and prayed for his reinstatement. He was a poor man and therefore he wanted that he should get appointment in any way in the Bank and therefore in his subsequent letters he went to the extent of praying for his appointment but that does not mean that he left out his claim for reinstatement. The claim, in the circumstances, cannot be said to be a stale one.

18. Considering the evidence on record I hold that the action of the management in terminating the services of the concerned workmen with effect from 15-9-1967 is illegal, void and unjustified.

19. The next question is as to what relief the workman is entitled. It is admitted that he was in service, may be, part-time for some time under Bhartiya Engineering Syndicate at Sahebganj. It is also true that the Reference was made after several years. Some years have already passed and no service has been rendered. The Supreme Court in such circumstances held hard cases cannot make bad law and reinstatement is the necessary relief that follows. I think, the ends of justice will be made if the concerned workman is reinstated in service within a month of the passing of the award but without any back wages and his service will be treated as if fresh appointment and he will be ranked below all permanent employees in his cadre.

20. The award is given accordingly.

I.N. SINGH, Presiding Officer.

[No. L-12012/73/82-D. II(A)]

S.O. 4080.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the State Bank of India, Jabalpur, and their workmen, which was received by the Central Government on the 12th October, 1983.

BEFORE JUSTICE SHRI K.K. DUBE, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE No. CGIT/LC(R) (26)/1981.

PARTIES.—

Employers in relation to the management of State Bank of India, Jabalpur Vs. Shri S.K. Khare, Cashier-cum-Clerk represented through the State Bank of India Employees Union, Bhopal C/o State Bank of India Branch Miloniganj, Jabalpur (M.P.)

APPEARANCES.—

For workman—Shri Hari Singh Ruprah, Advocate.

For Bank—Shri G.C. Jain, Advocate.

INDUSTRY : Bank DISTRICT : Jabalpur (M.P.)

AWARD

Dated : September 30, 1983.

The Central Government, by notification No. L. 12012 (281)/80-D. II(A) dated 21-7-1981, in exercise of their powers under Section 10 of the Industrial Disputes Act, 1947, have referred the following dispute for adjudication.—

“Whether the action of the management of State Bank of India in relation to its Katni Market Branch at Katni in depriving Shri S.K. Khare, Cashier-cum-

Clerk of a Special allowance of Rs. 105/- p.m. from 7-7-1980 and subsequently transferring him to Dindori Branch under letter No. M/101 dated 31-7-80 is justified? If not, to what relief is the workman concerned entitled?”

2. At all material times, Khare was employed as a Cashier-cum-Clerk in the service of State Bank of India and posted at Katni Market Branch at Katni. At the time of the disputed transfer, he was officiating as Assistant Head Cashier which post carried an allowance of Rs. 105/- per month. Khare had been transferred to Katni Market Branch on 8-8-1978. By order dated 31-7-1980, he was transferred to Dindori in Mandla district. The substantive post of Khare was Cashier-cum-Clerk. He was also a member of the State Bank of India Employees' Union Bhopal Circle. This Union had been formed as some of the employees of the said Bank were not satisfied with the working of the earlier Union, which was registered at Bombay.

3. When the case was heard on 6-6-1980, learned Counsel for the Bank pointed out that Khare had been promoted as a Teller which post carried a substantial allowance. Therefore, as far as allowance is concerned, the employee could have no grievance now and the Reference had become infructuous. The learned Counsel for the other side, however, did not agree with this contention. It is true that after promotion to a post which carried allowance, the transfer would be fully justified. However, during the period between 7-7-1980 to the date of promotion, Khare had not benefitted in any manner by the transfer and therefore, the question whether the transfer was justified or not as he had been deprived of the special allowance for a certain period, will have to be examined. I would have to examine whether transfer of Khare to Dindori or Maihar would be justified in the circumstances of the case.

4. The matter would have to be seen from three angles.—

First, whether the transfer was per se bad because the post to which Khare was transferred did not carry a special allowance thus resulting in a monetary loss to him? Could it be said to be reduction in rank as would vitiate the transfer order?

Secondly, whether the transfer was merely with a wish to harrass Khare, i.e., the transfer had been made on considerations extraneous to administrative exigencies? and Thirdly, whether in the circumstances of the case, it was imperative that Khare should have been given the notice of transfer as he had been Vice-President of a Union, as required by paragraph 535(2) of the Shastri Award?

I shall proceed to deal with these points.

5. Not all the Branch of the State Bank of India have Cashiers or Head Cashiers or Assistant Head Cashiers which draw a special allowance. Katni is one of the few branches where such allowance is given as a recompense looking to the nature of the work, the responsibility and the harrassment that the incumbent has to undergo while discharging his duties. The special allowance is relatable to a post in a particular office of Branch of the Bank. The Branches at Dindori or Maihar did not provide any special allowance for the Assistant Head Cashier. If Khare had a right to the post which carried an allowance, it could certainly be argued with some justification that his transfer to Dindori or Maihar would serve to operate as a reduction in rank and would, therefore, be a punishment. However, the position that obtains in the present case is that Khare had on right to the post of an Assistant Head Cashier. At Katni, he had been asked to officiate as Assistant Head Cashier. He was eligible to officiate having performed the required minimum service in the Cash Department and also being one of the senior most Cashier-cum-Clerks. Exhibit M/14 filed by the Management would indicate the practice when such officiating chance could be given to a Cashier-cum-Clerk. The Management, has a right to examine the suitability of a person who has to be promoted on a particular job. The adhoc arrangement by which the Cashier-cum-Clerk was given an opportunity to serve as Assistant Head Cashier, would not create any such right in favour of the incumbent unless he had been confirmed on that post. In any case the right was not such as would entitle a transfer to a place which did not provide for allowance. Ex. M/14, in my opinion, does not create such right in favour of the workman so that once he had

been given a chance to officiate, he could claim to continue on that post. Therefore, when Khare had been transferred to any other place, which did not carry a special allowance for him, the transfer would not be bad as it did not act to operate as reduction in rank. I would, therefore, proceed to the more important point in this case whether the transfer was made bona fide having regard to the administrative exigencies?

6. It is well settled that transfer is a normal incident of service in services. The employee is required to execute an undertaking that he could be transferred to any place in India where the Bank has its Branches. This position also finds support in the Shastri Award, paragraph 535 of which reads as under :—

"Para 535.

"Transfers are rendered necessary by the exigencies of administration. The proper view to take is that transfers are normal incidents of the working of a Bank and they must be left to the discretion of those who guide the policy of the bank and manage its affairs."

535 (2).

"Except in very special cases, whenever the transfer of any of the above mentioned bearers is contemplated, at least five clear working days' notice should be put upon the Notice Board of the Bank of such contemplated action."

The contention of the workman here, however, is that he had been transferred without any rhyme or reason and it was chiefly because of the reason that he was the Vice President of the Union which was disliked by the Management. This contention has no force as the Management has satisfactorily established that Khare had been a trouble shooter all the time and had been an eye-sore to the management at Katni. The two Managers under whom he had worked, had bitterly complained against him. They were not satisfied with his work. He was making numerous lapses of duties and was wilfully disobeying the instructions and office orders and was behaving arrogantly towards his superior officers. I have gone through Annexures Ex. M/1 to M/13 and they leave an impression that Khare had been giving troubles to the Management in various ways. Not only he would not work himself satisfactorily, but would incite the other staff members not to work. Shri G.L. Nankani, Branch Manager was so exasperated with him that he wrote to the Regional Manager of the Bank that Khare should be transferred to some other Branch and that if that was not possible, then he himself should be transferred from that Branch.

7. He wrote to the Regional Office that the activities of Khare were beyond tolerance, he was creating problems; was doing his best to keep the work pending and he had instigated the newly appointed Cashier-cum-Clerk to leave the office without completing the day's work. Such reports are for the years 1979 and 1980 and it cannot be said by any stretch of imagination that they had been concocted or obtained merely for the purpose of harassing Khare. It is easy to see that if the Manager finds that any of the workman is creating trouble, as Khare was doing, either disciplinary action should start against him or atleast he could be transferred to a different place in the administrative interest. Exts M/11 and M/12 will show the arrogant attitude which was adopted by Khare. I am, therefore, wholly satisfied that the transfer had been made for administrative exigencies and not as contended by Khare i.e., for merely harassing him.

8. We then come to the third point as to whether a notice was necessary before transferring him as he had been one of the office bearers of the Union. The Shastri Award lays down in sub-para (2) of para 535 that at least five days' notice of transfer should be given when the office-bearer of a Union is desired to be transferred. The notice period envisaged by the Award is for the reason that the Union work may not suffer. In cases of transfers of the office-bearers, there should be no dislocation of the Union work and it is thus to protect the Union activities that the Award enjoins that notice must be given to the workman who is an office-bearer of the Union before his transfer. It could be seen that this merely regulatory and the Bank is always competent to transfer the employee if the intention is not to cause harm to the Union. In the instant case, Khare had

been at Katni Branch since 1978. It would be in keeping with the policy of the Bank to transfer an employee after he had served for about three years at one place. In my opinion, the transfer order was not vitiated merely because no five days' notice had been given. At the most, the effect would be that the transfer would be effective after five days if the employee could show that his immediate joining the new place would affect the Union activities. In the instant case, Khare had not gone immediately on transfer. On the contrary, the Union took recourse to a hunger-strike before the Regional Office at Jabalpur. Thereafter a settlement was arrived at between the Management and the Union and in pursuance thereof, the case of Khare had been reviewed by the Management and the Dindori order of transfer was cancelled. Instead, he had been transferred to Maihar, a place which is sufficiently nearer to Katni. This was simply to accommodate the employee. I, therefore, do not see any substance in the third point as apart from what has been stated above transfer had been reviewed under the Settlement with the Union and it was after that he had been transferred to Maihar.

9. I, therefore, find that after Khare had been promoted as Teller, much of the grievance as regards transfer, is rendered wholly academic. He is not entitled to any special allowance for the period between the promotion and the date of transfer i.e., 7-7-1980. The award is made accordingly. There shall be no order as to costs.

K.K. DUBE, Presiding Officer
[No. L-12012(281)/80-D. II A]

New Delhi, the 21st October, 1983

S.O. 4081.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. II, Bombay, in the industrial dispute between the employers in relation to the Reserve Bank of India, Nagpur, and their workmen, which was received by the Central Government on the 18th October, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL No. 2, BOMBAY

PRESENT

Shri M. A. Deshpande, Presiding Officer

Reference No. CGIT-2/23 of 1983

PARTIES :

Employers in relation to the management Reserve Bank
of India.

AND

Their Workmen

APPEARANCES :

For the Employers.—Shri M. A. Bakti, Asstt. Legal
Adviser.

For the workman.—No appearance.

INDUSTRY : Banking STATE : Maharashtra
Bombay, the 3rd October, 1983

AWARD

(Dictated in the open Court)

By their order No. L-12012/18/80-D. II. A dated 21-7-1981 the following dispute has been referred under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication :—

"Whether the action of the management of the Reserve Bank of India, Nagpur, in cancelling their order No. 22/79/80 dated 1-10-1979 deputing Shri P. T. Kamble, Coin/Note Examiner Grade I to accompany remittance to State Bank of Indore, Devas is justified? If not, to what relief is the workman concerned entitled?"

2. It seems that the reference arose because of the cancellation of Shri Kamble's trip to Devas, which was ordered on 11-10-1979 whereby he was to accompany the remittance on 31-10-1979. However, it so happened that in the meanwhile on 15-10-1979 because of non-attendance of another employee who was to accompany the remittance to Surajpur, Shri Kamble was deputed in his place but on his arrival at Surajpur it was noticed that the regular incumbent had in fact arrived as a result of which Shri Kamble had to return back. Subsequently by order dated 27-10-1979 the remittance to Devas itself was cancelled as a result of which Shri Kamble could not undertake the trip to Devas accompanying the remittance. There is reason to believe that the Union representative and Shri Kamble did not like this cancellation whereby it seems that the employees might have suffered some financial loss therefore the conciliation officer was approached and on failure report the present reference has seen the light of the day.

3. However despite the notice to the Union who has taken cudgal on behalf of the workman and in spite of notice to Shri Kamble by the Reserve Bank of India about the date fixed, to-day which neither there is any representative on behalf of the Union present nor the workman concerned and before me there is written statement filed by the Reserve Bank of India i.e. the employers who have contested the whole claim.

4. The contention of the Reserve Bank of India is three fold. Firstly it is contended that the dispute in fact is an individual dispute and never achieved the status of an industrial dispute and therefore the reference is bad. Secondly it is contended that who is to be directed to accompany the remittance is purely a managerial function and if certain steps in this regard are taken and orders passed those orders can never be a subject matter of industrial dispute especially when, the bonafides etc. are never challenged. Lastly it is contended that having regard to the facts of the case Shri Kamble was deputed on 15-10-1979, he could not be considered for accompanying the remittance on second time on 31-10-1979 especially when the order to Devas stood cancelled on 29-10-1979 and therefore whether Shri Kamble could perform any duty at Surajpur or not the term was exhausted and if therefore the next man in the serial order was sent on the immediate next occasion neither the employee nor the Union on his behalf can raise any grievance.

5. Since neither the Union nor the workman is present despite notices there is no material before me to hold that the individual dispute has become an industrial dispute so as to confer jurisdiction to entertain the same. Secondly who is to accompany the remittance would certainly be managerial function of the employers and as such if Shri Kamble was deputed on 15-10-1979 and when in fact he had been to Surajpur and if his term was treated as over and therefore the next man in the serial order was considered on the next occasion, the employee cannot have any grievance especially when the remittance itself was cancelled and also he had an opportunity to proceed to Surajpur. Dearness Allowance, Halving Allowance etc. cannot be claimed as a right but it would depend upon the person who undertake a particular work. That is not the case of wages which the employer is bound to pay the same. If therefore the term of Shri Kamble was over on account of his trip to Surajpur on 15-10-1979 and his claim was considered as having been exhausted, Shri Kamble merely because he might have got something less on the trip to Surajpur than had he been sent to Devas cannot make it as a ground for challenging the order of the Reserve Bank of India.

6. Considering the case from any angle there is absolutely no substance in the claims of the workmen and as such the reference must fail. Award accordingly.

No order as to costs.

KKR/4/10/83

M. A. DESHPANDE, Presiding Officer

[No. L-12012(18)/80-D. II. A]

930 GI/83-6

New Delhi, the 21st October, 1983

S.O. 4082.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Madras in the industrial dispute between the employers in relation to the Indian Bank, Trivandrum, and their workmen, which was received by the Central Government on the 18th October, 1983.

BEFORE THIRU T. ARULRAJ, B.A., B.L., PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, TAMILNADU, MADRAS.

(Constituted by the Government of India)
Tuesday, the 4th day of October, 1983
Industrial Dispute No. 41 of 1983

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Indian Bank, Kottayam Branch.)

BETWEEN

Shri Roy Lukose,
S/o K. K. Lukose, Kavakuzhiyil House
Mariathuruthu P. O. Mallussory, Kottayam.

AND

The Deputy Chief Officer,
Regional Manager's Office, Indian Bank

Trivandrum-695 010.

REFERENCE

Order No. L. 12012/281/82-D. II(A), dated 28th June, 1983 of the Ministry of Labour and Rehabilitation, Department of Labour, Government of India.

This dispute coming on this day for final hearing, upon perusing the reference and all other connected papers on record and upon hearing of Thiru S. Ayyathurai for Thiruvallargal Row and Reddy, Advocates for the worker and of Thiru R. Arumugham for Thiruvallargal Aiyar and Dolin, Advocates for the Management and both parties having filed a Memo of Compromise Settlement and recording the same, this Tribunal passed the following.

AWARD

This dispute arising out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in Order No. L-12012/281/82-D. II(A) dated 28-6-1983 of the Ministry of Labour and Rehabilitation, Department of Labour for adjudication of the following issue :

"Whether the action of the management of the Indian Bank in relation to its Kottayam Branch in terminating the services of Shri Roy Lukose temporary Peon with effect from 7-2-1981 is justified? If not, to what relief is the workman concerned entitled?"

2. Parties were served with summons for the hearing on 29-7-1983. On 29-7-1983, both parties were represented by counsel and the dispute was posted to 22-8-1983 for filing claim statement. As no claim statement was filed on 22-8-1983, again the dispute was adjourned to 6-9-1983 and then to 4-10-1983 for filing claim statement or reporting settlement.

3. Today, when the dispute was called, both parties filed a Memo of Compromise Settlement praying this Tribunal to pass an award in terms of the compromise. The Compromise Memo is perused and the terms thereof are fair and reasonable. Hence it is recorded.

4. An award is passed in terms of compromise memo which will form annexure to this Award.

5. No costs.

Dated, this 4th day of October, 1983

T. ARULRAJ, Presiding Officer.

ANNEXURE

Memo of Compromise Settlement

Whereas Shri Roy Lukose who was engaged as temporary peon at Kottayam Branch was not engaged by the respondent Bank on and from 8-2-81.

And whereas the said Roy Lukose has raised an Industrial Dispute in regard to his alleged termination of service. And whereas the Central Government has referred the aforesaid Industrial Dispute for Adjudication by its order dated 23-6-1983 bearing No. L-12012/281/82-D. II(A) to the Industrial Tribunal, Madras.

And whereas after the aforesaid 'order of reference' of the Central Government, the aforesaid Shri Roy Lukose and the Management of the Bank have decided to settle the dispute and difference bilaterally in regard to the aforesaid I.D. No. 41 of 1983.

Now this Memo of Compromise witnesseth as follows :—

1. It is agreed between Shri Roy Lukose and the respondent Bank that the respondent Bank shall give employment to Shri Roy Lukose as subordinate staff with effect from 18-10-83 onwards and he will be put on probation in such post for a period of 6 months initially.

2. It is further agreed between the aforesaid two parties to the Industrial Dispute that the Management of the Respondent Bank shall pay the wages for the 7th (holiday) provided he had worked for the full six days in each of such week, during his engagement on leave vacancies of sub staff in the Respondent Bank from 9-12-1978 to 7-2-1981.

3. In the light of Clauses 1 and 2 above Shri Roy Lukose will not claim anything by way of back wages or any arrears, continuity of service, seniority of service and agrees to be employed as sub staff on probation, with effect from 18-10-83 onwards.

4. It is agreed between the parties to the Dispute that the Dispute referred for adjudication in I.D. No. 41 of 1983 is fully and finally and in all respects settled, in terms of the aforesaid Clauses and no dispute survives for adjudication.

It is therefore, prayed jointly by Shri Roy Lukose and the Management of Indian Bank that this Hon'ble Industrial Tribunal may be pleased to pass an award, in terms of the compromise set out herein above and render justice.

Dated at Madras this 3rd day of October, 1983.

(Sd).....
Counsel for workmen
(Sd) G. Venkataraman of M/s. Aiyer & Dolia
Counsel for Management.
Sd/-.....
Secretary General FIBEU.
(Sd).....
I. Roy Lukose.
For Indian Bank
(Sd).....
Asstt General Manager (Personnel).

T. ARULRAJ, Presiding Officer.

[No. L-12012(281)/82-D. II A.]

New Delhi, the 22nd October, 1983

S.O. 4083.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. II, Bombay, in the industrial dispute between the employers in relation to the Grindlays Bank Limited, Bombay, and their workmen, which was received by the Central Government on the 17th October, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/36 of 1982

PARTIES:

Employers in relation to the Management of Grindlays Bank Limited Bombay.

AND

Their workmen

APPEARANCES :

For the Employers—Shri C. Krishnamurti, Manager, Industrial Relations.

For the workmen—Shri P. N. Subramanyam, General Secretary, National and Grindlays Bank Employees Union.

INDUSTRY : Banking.

STATE : Maharashtra.

Bombay, dated the 13th September, 1983

AWARD

(Dictated in the open Court)

In this case the reference order No. L-12012/187/76-D-II-A dated 9th May, 1977 under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication speaks as follows :—

"Whether the action of the management of the Grindlays Bank Ltd., Bombay in suspending Shri D. M. Samant Clerk, D. N. Road Branch of Bank w.e.f. 29th August, 1974, denying him full wages for the period of suspension, stopping his annual increment for one year with cumulative effect and transferring him from D. N. Road Branch to S. G. Marg Branch is justified? If not, to what relief is the workman entitled?"

2. The facts giving rise to this case are almost similar to those of the case of S/Shri Rane and Fernandes in Reference No. CGIT-2/37 of 1982 though the dates and number of infringements may vary, they should govern the instant case also. Without therefore repeating all the things I observe that the decision shall follow the same course.

3. There is a transfer order which has been challenged on the ground of malice. When the record speaks that Shri Samant went on flouting the orders of the Bank which is bound to have repercussion on the question of discipline, and if ultimately the charge was held established, the Bank if ordered the transfer, in the absence of any circumstances as may be pointed out giving cogent reason for inference of malafide, I do not think that the management acted in a partisan manner or victimised the employee or the order of transfer is in any way bad. Adopting all the observations in the above mentioned award, without going into in details which would be only repetition I hold that the order of transfer was fully justified and calls for no interference at the hands of the Tribunal. It is not that I am shirking to discuss the evidence but what I find is that it is futile to do so and therefore adopting the course, I may mention that even though on scrutiny of the entire evidence, which I myself done, I do not want to depart from the finding noted in the above mentioned award.

4. The Bipartite settlement confers right on the management to decide the quantum of subsistence allowance and accordingly when the order of suspension is found to be valid, and when the right by the management having not been exercised maliciously, the workman cannot claim anything in excess of the quantum determined by the management.

Award accordingly. No order as to costs.

M. A. DESHPANDE, Presiding Officer

[No. L-12012(187)/76-D.II.A.]

N. K. VERMA, Desk Officer

New Delhi, the 19th October, 1983

S.O.4084.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Sudamdih Shaft Mine of Messrs Bharat Coking Coal Ltd., and their workmen, which was received by the Central Government on the 10th October, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL No. 1, DHANBAD

In the matter of a reference under section 10(1) (d) of
the Industrial Disputes Act, 1947.

Reference No. 51 of 1981

PARTIES :

Employers in relation to the management of Sudamdih
Shaft Mine of Messrs Bharat Coking Coal Limited,
Post Office Sudamdih, District Dhanbad.

AND

Their Workmen.

APPEARANCES :

For the Employers.—Shri T. P. Choudhury, Advocate.

For the Workmen.—Shri Anand Mohan Prasad, Presi-
dent, Coalfield Labour Union, Chasnalla.

STATE : Bihar. INDUSTRY : Coal
Dhanbad, dated 3rd October, 1983

AWARD

By Order No. L-20012(171)/81-D, III(A) dated the
31st August, 1981, the Central Government in the Ministry
of Labour has, in exercise of the powers conferred by
clause (d) of sub-section (1) of section 10 of the Industrial
Disputes Act, 1947, referred the following dispute to this
Tribunal for adjudication :

"Whether the action of the management of Sudamdih
Shaft Mine of Messrs Bharat Coking Coal Limited,
Post Office Sudamdih, District Dhanbad in dismiss-
ing Shri Lakhan Das, Piece-rated Mazdoor from
service with effect from the 3rd November, 1980
is justified ? If not, to what relief is the concerned
workmen entitled ?"

2. The case of the management is that the concerned
workman, Lakhan Das, was a piece-rated miner in Sudamdih
Shaft Mine. On 11-7-80 he was to attend duty in the 1st
shift which starts at 7.00 a.m. At About 7.30 a.m. Sri
P. C. Agarwal, Asstt. Colliery Manager, was near the room
of the M.T.K. At that time the concerned workman came
to Sri P. C. Agarwal in an agitated mood with a stone in
his hand and asked him as to why his attendance had been
dis-allowed on 8-7-80. Thereupon Sri P.C. Agarwal advised
him to go to his duty and see him in the afternoon so that
he may be in position to tell him after consulting the record as
to why and how his attendance was dis-allowed. The con-
cerned workman, however, insisted that Sri P. C. Agarwal
must mark his attendance at once otherwise he would
not go. Sri P.C. Agarwal, however, again requested him
to come later on and thereafter Sri P.C. Agarwal proceed-
ed towards the pit for going down but at that time the
concerned workman caught hold of the cable of his Cap
Lamp and snatched it and tried to assault him with the
stone. In the meantime, however, Sri A.N. Yadav, Senior
Mining Engineer, who was near about, caught hold of the
concerned workman from behind, whereupon the concerned
workman hit Sri A.N. Yadav with the stone which was in
his hand causing bleeding injury to Sri Yadav. Since the
act of the concerned workman amounted to misconduct
under clause (e) and (r) of the Standing Order No.17
(i) of the Model Standing Orders applicable to M/S. Bharat
Coking Coal Ltd., a chargesheet dated 11-7-80 (Ext.M-1)
was issued to him which was followed by a domestic en-
quiry in which the charge of assaulting Sri A.N. Yadav
with a stone was well-proved against the concerned workman.
and, accordingly, by order dated 28-10-80 (Ext.M-6) of
the Superintendent of Mines, Sudamdih Shaft Mine, he was
dismissed from service with effect from 3-11-1980 after
due concurrence of the General Manager (S.A.)

3. On the other hand, the case of the concerned work-
man is that on 11-7-80 he was, no doubt, present in the
beginning of the 1st shift within the Shaft area but as he
was not feeling well he went out at 8-00 a.m. and that
no occurrence took place at all as alleged in the charge-
sheet and the entire story of the alleged assault is false,
baseless and concocted. His further case is that he is an
active member of the Coalfield Labour Union and that
he has been victimised by the management for his Trade
Union activities. It is also his case that the domestic en-
quiry was against the principles of natural justice and was
merely an eye wash and the action of the management in
dismissing him from service with effect from 3-11-80 is
not justified and he is entitled to be reinstated with full
back wages and other benefits.

4. Since the concerned workman had challenged the
fairness and propriety of the domestic enquiry, the same
had been taken up as a preliminary issue, and by order
dated 9-4-1983 it has been held that the domestic enquiry
was quite fair and proper. Thereafter arguments have been
heard on merit on the question as to whether the dismissal
of the concerned workman was justified on the materials
on the record of the domestic enquiry.

5. At the domestic enquiry three witnesses were exa-
mined on behalf of the management, namely, Sri P.C.
Agarwal (MW-1), Asstt. Colliery Manager, Sri A.N. Yadav
(MW-2), Senior Mining Engineer and Sri S.K. Nandi
(MW-3) Engineer. On behalf of the concerned workman the
lone witness examined was the concerned workman Lakhan
Das (DW-1) himself.

6. Sri P.C. Agarwal (MW-1) had deposed that on 11-7-80
at about 7.30 a.m. he was near the room of the M.T.K.
when the concerned workman came to him in an agitated
mood and asked him as to why his attendance had been dis-
allowed on 8-7-1980 whereupon he advised him to go
down the mine to attend to his duty and to see him in the
afternoon so that he may be in a position to tell him after
consulting the records as to why and how his attendance
was dis-allowed, but the concerned workman insisted that
his attendance must be marked at once otherwise he would
not go inside the mine. He had further deposed that there-
upon he again requested the concerned workman to go in-
side the mine as the cage was being closed and thereupon
he himself proceeded towards the pit No.2 for going down
the mine but at that time the concerned workman caught
hold of the cable of his Cap Lamp and pulled it and tried
to assault him with a stone, but, in the mean time, Sri
A.N. Yadav intervened and saved him on which the con-
cerned workman hit Sri A.N. Yadav on his head with a
stone.

7. Sri A. N. Yadav (MW-2) had deposed that on 11th
July, 1980 at 7.30 a.m. near Pit No. 2 he saw that the
concerned workman came running with a big stone in his
hand and caught hold of the cable of the Cap Lamp of
Sri P. C. Agarwal and pulled it and thereafter tried to
assault Sri P. C. Agarwal with the stone on which he inter-
vened whereupon the concerned workman hit him with the
stone causing bleeding injury on his head.

8. Sri S. K. Nandi (MW-3) had deposed that on 11th
July, 1980 at about 7.30 a.m. at the site of the control room
he was taking the report of the night shift and was allotting
work for the 1st shift when he saw the concerned workman
speaking with Sri P. C. Agarwal in an agitated mood and
sometime thereafter he saw the concerned workman with a
stone in his hand pulling the cable of the Cap Lamp of
Sri P. C. Agarwal near Pit No. 2 but, in the meantime,
Sri A. N. Yadav caught hold of the concerned workman
on which the concerned workman hit Sri Yadav on his head
causing bleeding injury. He had next deposed that there-
after he ran and took Sri Yadav towards the control room.

9. Sri P. C. Agarwal (MW-1), Sri A. N. Yadav (MW-2)
and Sri S. K. Nandi (MW-3) were cross-examined on be-
half of the concerned workman but nothing had come out
in their cross-examination to dis-believe their evidence or
to dis-credit them, and hence I see no reason to dis-believe
their evidence who had fully corroborated each other.

10. As already stated above, the concerned workman
Lakhan Das (DW-1) was the lone witness examined on his
behalf. He had deposed that he did not know anything about
the occurrence and he had neither any talk with Sri P. C.

Agarwal about his attendance nor he could say how Sri A. N. Yadav received injury. According to him, he had been falsely implicated in this case and he had nothing else to say in this matter. His case in his written statement is that he had been falsely implicated in this case by the management as he is an active member of Coalfield Labour Union and he has been victimised by the management for his Trade Union activities, but that was directly contradicted by him in his cross-examination wherein he had categorically stated that he was not taking any part in the activities of the union. In his cross-examination he had stated in answer to a question as to why he had deposited his Cap Lamp on 11th July, 1980 that on that date he was unwell and that is why he had deposited his Cap Lamp and had gone home without taking leave from anybody or reporting to anybody. He had not, however, examined any other workman to support his aforesaid statement regarding his alleged illness on the date of the occurrence i.e. on 11th July, 1980. There is, thus, no substance in the defence of the concerned workman which must be rejected.

12. On the evidence of Sri P. C. Agarwal (MW-1), Sri A. N. Yadav (MW-2) and Sri S. K. Nandi (MW-3), which I have already discussed above and which I see no reason to disbelieve and which fully corroborate each other, it is, therefore, held that the charge of dis-orderly and indecent behaviour while on duty at the place of work and threatening and assaulting a superior officer, which are misconducts under clauses (e) and (r) of the Standing Order No. 17(1) of the Model Standing Orders applicable to M/s. Bharat Coking Coal Ltd., are well proved against the concerned workman, and, these being acts of grave indiscipline, the punishment of dismissal inflicted on him with effect from 3rd November, 1980 under order dated 28th October, 1980 (Ext. M-6) passed by the Superintendent of Mines, Sudamdih Shaft Mine, with the approval of the competent authority, is justified which calls for no interference. The reference is answered and the award is made accordingly. But, in the circumstance of the case, there will be no order as to cost.

MANORANJAN PRASAD, Presiding Officer
(No. L-20012(171)/81-D.III.A)

New Delhi, the 19th October, 1983

S.O. 4085.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of South Govindpur Colliery of Messrs Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 17th October, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 34 of 1982

PARTIES:

Employers in relation to the management of South Govindpur Colliery of Messrs Bharat Coking Coal Limited, Post Office Sonardih, District Dhanbad.

AND
Their Workmen

APPEARANCES:

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated the 7th October, 1983

AWARD

By Order No. L-20012(378)/81-D.III(A), dated, the 20th March, 1982, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause

(d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication:

"Whether the demand of the workmen of South Govindpur Colliery of Messrs Bharat Coking Coal Limited, Post Office Sonardih, District Dhanbad for reinstatement of Sarvshri Sukhari Dhobi, Md. Sukur, Girija Kurmi, Ranjit Mahato, Hasim Mia, Abdul Kalam Sheikh, Ser Mohamad, Raizali Khan, Mohamad Hussain Sheikh, Halim Sheikh and Yasim Sheikh by the management is justified / if so, to what relief are the workmen concerned entitled?"

2. The case of the 11 concerned workmen, which has been sponsored by the Bihar Colliery Kamgar Union, Dhanbad, is that they along with 2 others, namely, Netai Das and Osman Khan had been engaged by the erstwhile owner of South Govindpur colliery against permanent vacancies as permanent underground stone cutters which is a job of permanent nature and all of them, in a group of 13, had been working as such under the direct control and supervision of the management of the erstwhile owner and all necessary equipments and implements for execution of the work were being supplied to them by the erstwhile owner, but in order to deprive them of their legitimate claim the erstwhile owner used to distribute their wages in the name of one of the concerned workmen named Raizali Khan by designating him as a contractor though he also used to receive wages at par with other alleged contractor's workers. The management of the colliery was taken over by the Government of India with effect from 17th October, 1971 and it was subsequently nationalised with effect from 1st May, 1972 when it vested in M/s. Bharat Coking Coal Ltd. But unfortunately the management of South Govindpur Colliery belonging to M/s. Bharat Coking Coal Ltd. continued the same process of disbursing the wages through Raizali Khan by designating him as a contractor in order to deprive them of their legitimate claim though they had been working continuously under its direct control and supervision as underground stone cutters against permanent vacancies and it also used to supply all necessary equipments and implements to them for the purpose of execution of stone cutting work and they had been rendering services for the business of South Govindpur Colliery belonging to M/s. Bharat Coking Coal Ltd. In this way they had been working continuously and the management had also been making their attendance in Form 'C' Register of the colliery and they had put in more than 240 days attendance in each calendar year since 1968 from the time of erstwhile owner till out of the 11 concerned workmen, 7 of them, namely, Sukhari Dhobi, Md. Sukur, Girija Kurmi, Ranjit Mahato, Hasim Mia, Abdul Kalam Sheikh and Ser Mohamad were stopped from work in the year 1974 and the remaining 4, namely, Raizali Khan, Mohamad Hussain Sheikh, Halim Sheikh and Yasim Sheikh were stopped from work with effect from 1975 by the management of South Govindpur colliery of M/s. Bharat Coking Coal Ltd. though they regularised Netai Das and Osman Khan. This was done by the management without serving any charge-sheet or holding any enquiry or assigning any reason and in violation of mandatory provision of Section 25F of the Industrial Disputes Act, 1947 with an ulterior motive to victimise them as they were active members of the Bihar Colliery Kamgar Union against which the management is very much biased and prejudiced. The concerned workmen immediately protested against their illegal, arbitrary and unjustified stoppage of work and the management after going through their representations assured them of favourable decision with an advice to wait patiently. They accordingly waited patiently on the assurance of the management but when there was abnormal delay they raised an industrial dispute before the Asstt. Labour Commissioner (C), Dhanbad, for conciliation which, however, ended in failure due to the adamant attitude of the management. The action of the management in stopping the concerned workmen from work while regularising and absorbing Netai Das and Osman Khan who were working with them and whose case stands on the same footing is discriminatory in nature which smacks of anti-labour policy of the management. The demand of the concerned workmen, therefore, is that they should be reinstated with full back wages.

3. On the other hand the case of the management is that stone cutting work is not a work of permanent and continuous nature and it always used to be carried on by

the contractors who used to obtain contracts at different collieries at different periods of time and used to execute contracts of stone cutting work and receive payments from the collieries and the contractors used to make payments to their own workers and except for some of the specialised workers most of the workers employed by the contractors were temporary or casual. In course of time after the nationalisation of all the coal mines with effect from 1st May, 1972 the contract system in stone cutting work started changing and from 1st February, 1975 the contract system in stone cutting practically came to a halt. At South Govindpur colliery also contractors were employed from time to time to carry on temporary stone cutting work in which the contractors employed temporary and casual workers from time to time to execute the contract job and the contractors received payments from the management and they paid the wages to the workers employed by them. The contractors' workers worked under the control and supervision of the contractors themselves and the necessary equipments and implements for execution of the work used to be supplied to them by the contractors. No stone cutting job was available from January, 1975 and it was decided in February 1975 that in future the stone cutting work should be carried on by the company's workmen and the contractors should not be engaged. In pursuance of that decision the management wanted to appoint some stone cutters on permanent basis to deploy them at different times at different sections and on all varieties of stone cutting job and it was decided to appoint 12 stone cutters as employees of the colliery. The management decided to employ 12 out of the stone cutters employed in the colliery under the contractors in the year 1974. Accordingly a list of stone cutters who worked during 1974 was prepared and their attendances were extracted from Form 'C' attendance registers and the stone cutter who had put in maximum number of attendance was given the first preference and others were selected serially according to the number of attendance put in by them and this 12 persons were selected and they were employed as permanent employees of the colliery. In the list of stone cutters who actually worked in 1974 the names of Raizali Mia, Md. Hussain Halim Khan and S. K. Yasin appear, but the names, such as, Raizali Khan, Md. Hussain Sheikh, Helim Sheikh and Yasim Sheikh do not appear, but even if the names refer to the same persons they were not selected for employment as they had put in less number of attendance than those selected. The names of other concerned workmen, namely, Sukhari Dhobi, Md. Sakur, Girija Kurmi, Ranjit Mahato, Hasim Mia, Abdul Kalam Sheikh and Ser Mohamad do not appear in the said list as they never worked as stone cutters under any contractor and they are fictitious persons making attempt to enter into the service through back door method with the help of the sponsoring union which has concocted this case and had raised the dispute in the year 1981 after a lapse of 6 or 7 years. The claim of the concerned workmen that they had put in 240 days of attendance in each calendar year between 1968 and 1975 is also false and baseless. On these grounds the contention of the management is that there was no employer-employee relationship between the management and the concerned workmen at any time and as such the management is not bound to give employment to them without considering its requirements and they are not entitled to any relief.

4. Four witnesses have been examined on behalf of the concerned workmen and two witnesses have been examined on behalf of the management and some documents have also been exhibited on either side.

5. Netai Das (WW-1) and Usman Khan (WW-2) are admittedly stone cutters who have been absorbed as regular employees of South Govindpur colliery with effect from September 1975 and Raizali Khan (WW-3) and Halim Sheikh (WW-4) are two of the 11 concerned workmen.

6. Netai Das (WW-1) has deposed that he along with Usman Khan (WW-2) and the 11 concerned workmen used to work in a group of 13 as stone cutters since the time of the erstwhile owner of South Govindpur colliery who had appointed them and they continued to work as such even after the nationalisation of the colliery in the year 1972 when ownership of the colliery vested in M/s. Bharat Coking Coal Ltd. and some of them worked till 1974 and some worked till 1975 continuously having put in more than 190 days of attendance in each calendar year but thereafter they were stopped from work and only he and

Usman Khan (WW-2) were absorbed by the management in its permanent employment in September, 1975. He has further deposed that during the time of the erstwhile owner as also after the nationalisation of the colliery their work used to be supervised by the Mining Sirdar, Overman and Asstt. Colliery Manager and for doing the stone cutting work, Shabal, Gaita, Belcha, Hammer, Shoes, Belts and Cap Lamps used to be supplied by the management. On behalf of the concerned workmen, 4 printed wagesheets of South Govindpur colliery prescribed under the Payment of Wages (Coal Mines) Rules 1956 for the weeks ending 16-2-74, 23-3-73, 24-4-73 and 24-4-75 have been filed and Netai Das (WW-1) has proved his signatures on these four wagesheets which have been marked Exts. W-1 to W-4. He has also proved on these wagesheets the signatures of one Sinha Sahab, the Surveyor of the colliery which have been marked as Ext. W-5 to W-8. He has denied that in the year 1974 his attendance for the whole year was only 70 to 80 days and of the 11 concerned workmen was only 30 to 40 days. In his cross-examination, however, he has admitted that he has no paper to show the number of days that he worked in each quarter prior to 1975 and except the wage-sheet on which he has proved his signatures there is no other paper to show that he used to get payment directly from M/s. Bharat Coking Coal Ltd. He has denied the management's suggestion in his cross-examination that those wagesheets are not genuine and they are forged. He has further admitted that after his absorption in the services of M/s. Bharat Coking Coal Ltd. in September, 1975 he has been given an identity card as also the bonus card which had not been given to him before his absorption.

7. Usman Khan (WW-2) has similarly deposed that he along with Netai Das (WW-1) and the 11 concerned workmen used to work as stone cutters in a group of 13 since the time of erstwhile owner of South Govindpur colliery who had appointed them and they continuously worked as stone cutters in the said colliery till 1974 and during that period their attendance was more than 190 days in a calendar year and in 1975 he was absorbed in the services of M/s. Bharat Coking Coal Ltd. as stone cutters and he is still working as a stone cutter as an employee of M/s. Bharat Coking Coal Ltd. in South Govindpur colliery but the 11 concerned workmen were not so absorbed. He too has stated that hammer, belcha etc. which are required for stone cutting work used to be supplied by the erstwhile owner and after its nationalisation the same were supplied by the present management of the colliery. He has further denied that in the year 1974 his attendance was only 66 days and the attendance of the concerned workmen between 1972 and 1974 was only 30 to 35 days in each calendar year. He has further stated that he and other stone cutters used to get their wages from the erstwhile owner during his period and after nationalisation they used to get their wages from the management of M/s. Bharat Coking Coal Ltd. He has also proved his signatures (Exts. W-9 to W-12) on the four wage-sheets filed on behalf of the concerned workmen. In his cross-examination he has admitted that he has got no paper to show as to which of the concerned workmen worked for how many days in a calendar year. He has also stated that after he was absorbed in the services of M/s. Bharat Coking Coal Ltd. in September, 1975 as a stone cutter he was given an appointment letter and subsequently he was also given an identity card but before that he was neither given any appointment letter by M/s. Bharat Coking Coal Ltd. nor he was given identity card and after his appointment by M/s. Bharat Coking Coal Ltd. in September, 1975 he is being paid his wages on the pay-sheets of M/s. Bharat Coking Coal Ltd. like its other employees and he is also availing the benefits of provident fund, bonus etc. but before his absorption he was not getting these facilities. He has next stated that in September, 1975, 12 stone cutters including himself were absorbed in the services of M/s. Bharat Coking Coal Ltd. and they were all appointed by the management after examining Form 'C' register which is attendance register. He has denied the management's suggestion that Raizali Mia was the contractor and it was he who used to supply all equipments of stone cutting to the stone cutters and it was he who used to supervise their work and make payments of wages to them and it was he who had appointed them. He has further denied the management's suggestion that except Mohamed Hussain, Halim Sheikh and Yasim Sheikh, the remaining concerned workmen never worked as stone cutters in South Govindpur colliery. He has also denied the management's suggestion that the wagesheets on which he had proved his signatures are forged.

8. Raizali Khan (WW-3) is one of the concerned workmen. He too has deposed that he used to work in a group of 13 stone cutters which included the 11 concerned workmen and two others, namely, Netai Das and Usman Khan and they all used to work underground in the mine and they were all appointed by the erstwhile owner. He has further deposed that out of the 13 stone cutters who were working in one group under the erstwhile owner M/s. Bharat Coking Coal Ltd. has taken in its employment only two, namely, Netai Das (WW-1) and Usman Khan (WW-2) after the nationalisation of the colliery but the 11 concerned stone cutters including himself have not been taken in its employment and out of those 11 concerned workmen, seven, namely, Sukhari Dhobi, Md. Sakur, Girija Kurmi, Ranjit Mahato, Hasim Mia, Abdul Kalam Sheikh and Ser Mohmad were stopped from work in the year 1974 and the remaining four concerned workmen, namely, Mohamed Hussain, Halim Sheikh, Yasim Sheikh and himself were stopped from work in the year 1975. He has next deposed that the work of stone cutters is not of a casual nature but is of a permanent nature and they continuously worked during the time of the erstwhile owner as also after nationalisation and their yearly attendance was 240 days. It is next his evidence that Shabal, hammer, konia etc. which are required for stone cutting were supplied to them by the erstwhile owner during his time and the same were supplied to them by M/s. Bharat Coking Coal Ltd. after the nationalisation and their work used to be supervised by the Mining Sirdar who is an employee of the management. He has also deposed that he used to get payment of his wages from the office of the erstwhile owner during his time and from the office of M/s. Bharat Coking Coal Ltd. after its nationalisation. He has also proved his four signatures on the four wagesheets which have been marked Exts W-13 to W-16. He has denied that he was a contractor or as a contractor he had appointed the remaining concerned workmen to work as stone cutters or he used to supply them with the working implements or supervise their work. He has further denied that his attendance in 1975 was only 49 days. He has further stated that before he and other concerned workmen were stopped from work they were not given any compensation nor they were served with any notice. In his cross-examination he has denied the management's suggestion that the seven concerned workmen, about whom he had said that they were stopped from work in the year 1974, had, in fact, never worked in South Govindpur colliery in any capacity. He has also admitted that he has got no paper of the time of erstwhile owner to show that during his time he worked as stone cutter. He has further denied the management's suggestion that wagesheets on which he had proved his signatures are forged and have been manufactured for the purpose of the case. He has further denied that he worked as a contractor and the bills for stone cutting used to be made in his name as contractor and he used to receive the consolidated payment after signing on the vouchers and thereafter he used to make sub-payments to the stone cutters working under him.

9. Halim Sheikh (WW-4) is another concerned workman who too has deposed that he used to work as stone cutter in a group of 13 including the other concerned workmen and two more, namely, Netai Das and Usman Khan who were all appointed by the erstwhile owner of the colliery and they worked as such for about 5 to 6 years before the nationalisation of the colliery and after the nationalisation of the colliery seven of the concerned workmen were stopped from work by the management of the colliery in the year 1974 and the rest of four were stopped from work in the year 1975 while Netai Das and Usman Khan had been permanently absorbed by the management of M/s. Bharat Coking Coal Ltd. He has further deposed that since the time of the erstwhile owner till 1974 or 1975 when the concerned workmen were stopped from work their attendance per year was continuously for more than 240 days. He has also stated when the concerned workmen used to go inside the mine for doing work of stone cutters their attendance used to be noted at the Attendance Cabin at the pit top in Form 'C' Register. It is next his evidence that the concerned workmen used to get their wages from the colliery office both during the time of the erstwhile owner as well as during the period of the management of M/s. Bharat Coking Coal Ltd. and they used to be paid

their wages after obtaining their signatures of thumb impressions on the wagesheets and he used to put his thumb impression on the wagesheet at the time of receiving his wages as he is not literate. He has also deposed that the working implements of stone cutting such as the hammer, Konia, belcha etc. used to be supplied to them by the erstwhile owner during his period and by the management of M/s. Bharat Coking Coal Ltd. after the nationalisation of the colliery and the Mining Sirdar and Overman of the colliery used to supervise their work. He has denied that in the year 1974 his attendance was only 30 to 40 days or it was less than Netai Das and Usman Khan and has added that in 1974 also his attendance was 240 days. He has further denied that Raizali Khan was a contractor who had appointed the concerned workmen and it was he who used to supply them with the working implements or that Raizali Khan used to get consolidated payment for the work done from the office of the management on vouchers and it was he who used to make sub-payments to them. He has further denied that amongst the 11 concerned workmen, Sukhari Dhobi, Md. Sakur, Girija Kurmi, Ranjit Mahato, Hasim Mia, Abdul Kalam Sheikh and Ser Mohmad never worked with him in the colliery as stone cutters. He has also stated that before the concerned workmen were stopped from work the management had not served them any notice nor had given any reason for doing so nor had served them with any charge sheet. In his cross-examination he has admitted that the 11 concerned workmen have got no paper to show that they were appointed as stone cutters by the erstwhile owner. He further admitted that the concerned workmen were not given any identity card by the management of M/s. Bharat Coking Coal Ltd. after the nationalisation of the colliery. He has also denied the management's suggestion that only those stone cutters were absorbed in the employment of M/s. Bharat Coking Coal Ltd. in the year 1975 who had more attendance in the year 1974 and that was done according to the needs and requirements of the management.

10. Witnesses examined on behalf of the management are Sri Purushram Jha (MW-1) and Sri R. P. Singh (MW-2).

11. Sri Purushram Jha (MW-1) was posted Personnel Officer in 1974 and 1975 in Govindpur Sub-Area within which South Govindpur colliery lies. He has deposed that at that time some contractors' workers were engaged in stone cutting work at South Govindpur colliery. He has further deposed that the attendance of the workers who go underground the mine is noted in Form 'C' Register, and Form 'C' Registers in respect of South Govindpur colliery were brought to Govindpur Sub-Area office and on the basis of the same he had got prepared a chart of the stone cutters working under the contractors showing their weekly attendance from May, 1974 to December, 1974 and he has proved the said chart which has been marked Ext. M-1 which bears his signature as also the signature dated 9-8-75 of Sri B. K. Ghose, the then Senior Personnel Officer with endorsement in his handwriting and also the signature of Sri P. K. Ghose, Clerk, who had prepared the chart in his handwriting. He has further deposed that while preparing the said chart all Form 'C' Registers of that period were consulted. He has further proved photostat of a typed letter dated 12/13-8-75 (Ext. M-2) from the Area Personnel Manager to the Sub-Area Manager, Govindpur Sub-Area, on the subject of departmentalisation of stone cutters at Kooridih and South Govindpur collieries in which it had been mentioned that the regular job of stone cutting may be departmentalised on the basis of requirement which had been assessed as 20 persons for Kooridih colliery and 12 persons for South Govindpur colliery. He has next deposed that according to instructions given in the aforesaid letter (Ext. M-2), 12 stone cutters who were working under the contractors were departmentalised by the letter dated 22-8-75 (Ext. M-3) written by the Sub-Area Manager, Govindpur Sub-Area to the Manager, South Govindpur colliery. He has further deposed that in the chart Ext. M-1 there are names of 23 stone cutters working under the contractors but Ext. M-3 only 12 were selected for departmentalisation for which the basis of selection was the maximum attendance of the stone cutters as per the chart, Ext. M-1. In the said letter, Ext. M-3 the names of Netai Das (WW-1) and Usman Khan (WW-2) also appear beside, 10 others out of the list of 23 stone cutters mentioned in the chart Ext. M-1 as there two, namely, Netai Das (WW-1) and Usman Khan (WW-2) were also selected for departmentalisation and they had been absorbed in the service of M/s. Bharat Coking Coal Ltd. at Govindpur colliery.

12. Sri R.P. Singh (MW-3) had joined South Govindpur colliery in July 1967 as Safety Officer and he worked in that capacity till 30-6-72 when he was promoted as Asstt. Manager, 2nd Class in which capacity he worked from 1-7-72 to 9-5-74 whereafter he was again promoted as Asstt. Manager, 1st Class in which capacity he worked from 10-5-74 to August 1976 in South Govindpur colliery. He has deposed that the contractors' workers were engaged as store cutters in thin Seam for floor dinting for the purpose laying tracks which was not a regular and continuous work but was a temporary work of intermittent nature as the tracks were being laid in alternate level. He has further deposed that work order were issued to the contractors when they were employed to do some contract work and after they completed their work bills used to be prepared in their names whereafter they used to receive the payments and the contractors used to make payments to their workers, and the contractors workers were not paid directly by the management. He has also deposed that he used to direct the contractors to do certain work at certain places and thereafter it was the contractors' duty to get those work done at those places with the help of their workers under their supervision and he only used to check the quality of the work being done by the contractors through their workers and point out the defect, if any, in the work for correction and the management did not use to supply any working implements to the contractors' workers and the same used to be supplied to them by the contractors though the management used to supply explosives to the contractors for which the management used to realise its price from the contractors. He has also proved certain bills and vouchers to which I shall presently refer.

13. Ext. M-7 to M-11 are five bills of the contractors Hanif Mia, Raizali and Gulu Das prepared by the Surveyor of the colliery and signed by Sri K.L. Chalana, the then Manager of the South Govindpur colliery regarding stone cutting and out of them Ext. M-7, M-9 and M-10 also bear the signatures of Sri R.P. Singh (MW-2) as the Asstt. Manager. Ext. M-12 to M-56 are 45 vouchers in respect of stone cutting by different contractors signed by Sri K.L. Chalana, the then manager of Govindpur colliery Ext. M-57 is a voucher in respect of stone cutting by contractor signed by Sri G.H. Thaker, the then Manager of South Govindpur colliery. According to Sri R.P. Singh (MW-2), the contractors who received payments on the aforesaid vouchers had put their signatures on revenue stamps on the back of the vouchers. Exts. M-58 and M-59 are two realisation vouchers bearing the signatures of the then Manager Sri K.L. Chalana out of which Ext. M-58 relates to realisation of the price of the explosive from the contractors and Ext. M-59 relates to realisation of income tax from the contractors.

14. In support of their case that the 11 concerned workmen worked as stone cutters in Govindpur Colliery in a group of 13 including Netai Das and Usman Khan who had been subsequently departmentalised, the concerned workmen rely on the four wagesheets of South Govindpur colliery prescribed under the Payment of Wages (Coal Mines) Rules, 1956 for the week ending 16-2-74, 23-3-73, 24-4-73 and 24-4-75 which have been filed by them and in which their names appear along with the names of Netai Das and Usman Khan and in which Netai Das (WW-1) has proved his signatures. Exts. W-1 to W-4, and the signatures of Sinha Sahab the Surveyor of M/s. Bharat Coking Coal Ltd., Exts. W-5 to W-8, and Usman Khan (WW-2) has proved his signatures, Exts. W-9 to W-12, and one of the concerned workmen, Raizali Khan (WW-3), has proved his signatures, Ext. W-13 to W-16. On behalf of the management it has been suggested in the cross-examination of the witnesses examined on behalf of the workmen that those wagesheets are forged and fabricated documents which, of course, they have denied. Those wagesheets, however, do not appear to be genuine or reliable documents for the reasons which I shall presently mention. Firstly, if these wagesheets would have been genuine they ought to have been in the office of the South Govindpur colliery in possession of the management and they should not have come before the Tribunal from the custody of the workmen who have filed them. Secondly, at the bottom of the wagesheets there are different columns to be filled in by the Wages Section, Bonus and Provident Fund Section and for identification of the workmen concerned and the payment made to them as well as for the signature of the Manager of the colliery

but all those columns are blank in the four wagesheets filed by the workmen. The aforesaid wagesheets in which individual weekly payments have been shown to have been made to the individual workmen for stone cutting after obtaining their signatures or thumb impressions are also wholly in consistant with the contractors' bills, Exts. M-7 to M-11 and the contractors' vouchers, Exts. M-12 to M-57, for stone cutting and the realisation vouchers, Exts. M-58 and M-59, which bear the signatures of the Manager of the South Govindpur colliery and which I see no reason to doubt, as there could not have been payments by the management for stone cutting work in lump sum to the contractors on the basis of the bills and vouchers as also individually to the stone cutters on the basis of the wagesheets. This would be the position irrespective of the fact whether the contractors' workers were in reality the contractors' workers or they were the management's employees though ostensibly shown to be contractors' workers. For the aforesaid reason, therefore, it must be held that four wagesheets relied on by the concerned workmen in which their names appear along with the names of Netai Das and Usman Khan are not genuine documents and they must be discarded as such. Thereafter there is no other chit of paper on the record to show that out of the 11 concerned workmen, 7 of them, namely, Sukhari Dhobi, Md. Sakur, Girija Kurmi, Ranjit Mahato, Hasim Mia, Abdul Kalam Sheikh and Ser Mohamad ever worked as stone cutters in South Govindpur colliery and this supports the management's case that they never so worked. It is, therefore, held that out of the 11 concerned workmen, Sukhari Dhobi, Md. Sakur, Girija Kurmi, Ranjit Mahato, Hasim Mia, Abdul Kalam Sheikh and Ser Mohamad never worked in South Govindpur colliery as stone cutters either under any contractor or otherwise and hence there can be no question of their departmentalisation or reinstatement.

15. The case of the remaining four concerned workmen, namely, Raizali, Md. Hussain, Halim and Yasim, however, stands on some what different footing as it is admitted by the management that they had worked in Govindpur colliery as contractors' workers and their names also appear in the chart (Ext. M-1) of 23 stone cutters prepared by the management. The management's case and evidence, however is that as per the letter dated 12/13-8-1975 (Ext. M-2) of the Area Personnel Manager to the Sub-Area Manager, Govindpur Sub-Area, the requirement of South Govindpur colliery for permanent stone cutters was only 12 and accordingly only 12 stone cutters out of the list of 23 given in the chart (Ext. M-1) were departmentalised by the letter dated 22-8-75 (Ext. M-3) of the Sub-Area Manager to the Manager, South Govindpur colliery. Including Netai Das and Usman Khan, the basis of the selection being the maximum attendance of the stone cutters as per the said chart (Ext. M-1), and these four concerned workmen, namely, Raizali, Md. Hussain, Halim and Yasim, could not be selected for departmentalisation as their attendance was comparatively less than the 12 including Netai Das and Usman Khan who were so selected for departmentalisation. The attendance noted in the said chart (Ext. M-1) confirms the aforesaid case of the management.

16. It is the case of the concerned workmen in their statement that they had put in more than 240 days attendance in each calendar year since 1968 they were stopped from in the year 1975, but contrary to that the evidence of Netai Das (WW-1) and Usman Khan (WW-2) is that they had worked for more than 190 days in each calendar year. The aforesaid alleged attendance of 240 days or 190 days has obviously got reference to Section 25F of the Industrial Disputes Act, 1947 to which a reference has also been made by the concerned workmen in their written statement wherein it has been stated that they were stopped from work in violation of the mandatory provisions of Section 25F of that Act. Section 25F of the Act deals with conditions precedent to retrenchment of workmen and it lays down that no workman employed in an industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer until the workman has been given one month's notice in writing indicating the reasons for retrenchment or the workman has been paid in lieu of such notice, wages for the period of the notice and has been paid, at the time of retrenchment compensation which shall be equivalent to 15 days' average pay for every completed year of continuous service or any part thereof in excess of six months. Continuous service for not less than one year has been defined in Section 25B of the Act which lays down that a workman

be deemed to be in continuous service under an employer for a period of one year if during the period of 12 calendar months preceding the date with reference to which calculation is to be made he actually worked under the employer for not less than 190 days in the case of a workman employed below ground in a mine and 240 days in any other case. Therefore, the conditions precedent to retrenchment of workman under Section 25F apply only to those workmen who have actually worked under the employer for not less than 190 days below ground in a mine or 240 days in any other case and those conditions do not apply to workmen who have worked for any lesser period in a year. But in the instant case, except for the words of month of the workmen's witnesses, there is no chit of paper on the record to show that these four concerned workmen, namely, Raizali, Md. Hussain Halim Sheikh and Yasim had worked for more than 190 days or more than 240 days in any year, and, on the other hand, the chart (Ext. M-1), which is the only documentary evidence in this case on the subject of their attendance, shows that in the year 1974 between May and December their attendance was only 49 days, 50 days, 2 days and 55 days respectively. In the circumstance, they cannot also claim the benefit of section 25F of the Act or any right to any post of stone cutter.

17. It is, no doubt, true that by means of their petition dated 12-1-1983 the workmen had called for Form 'C' registers of South Govindpur colliery for the years 1968 to July 1975 which could have shown the attendance of the different stone cutting in different years as it is the admitted case of the parties in evidence that in Form 'C' register the attendance of every workman whether he be management's employee or contractor's worker, is noted before he is allowed to go inside the mine to work. But these Form 'C' registers have not been filed by the management. But the management has given an explanation for not filing the same in its petition dated 19-2-83 wherein it has been stated that these Form 'C' registers for 1968 to July 1975 had not been carefully preserved and the same cannot be filed. The provisions of the Mines Act and the rules made thereunder the attendance registers are required to be preserved for one year only. In this connection Sri B. Joshi, Advocate, appearing for the management, also referred at the time of argument to rule 75 of the Mines Rules, 1955 which lays down that all reports, registers and other records maintained in pursuance of the regulations, rules or bye-laws, unless otherwise provided for, shall be preserved in original for a period of one calendar year after the date of the last report or entry. In view of the aforesaid provision in rule 75 of the Mines Rules, 1955 no adverse inference can be drawn against the management for non-production of Form 'C' registers for the years 1968 to July, 1975 after a lapse of about seven years in the year 1983 when the workmen had called for those old Form 'C' registers from the management. On the other hand, the workmen themselves are to be blamed for having raised the present industrial dispute in the year 1981 before Asstt. Labour Commissioner (C), Dhanbad, after a lapse of about six years from their alleged discontinuance of work in the year 1975 and then asking the management to produce those old Form 'C' registers which by then were required to be destroyed under the rules.

19. Then there is also another aspect of the matter in so far as in these four concerned workmen, namely, Raizali, Md. Hussain, Halim and Yasim are concerned. A similar dispute on their behalf and on behalf of three others including one Nar Bahadur for their departmentalisation was raised earlier by any other labour union, namely, Koyla Khat Mazdoor Panchayat in letter dated 18-10-75 (Ext. M-4) addressed by the Vice-President of that union to the Asstt. Labour Commissioner (C), Dhanbad. Thereupon a notice dated 5-11-1975 (Ext. M-5) was issued by the Asstt. Labour Commissioner (C) to the Manager of the South Govindpur colliery and to the Vice-President, Koyala Ispat Mazdoor Panchayat for discussion and ultimately as a result of discussion the matter ended in a settlement dated 3-1-76 (Ext. M-6) between that union and the management as a result of which the management agreed to take Nar Bahadur with 59 days attendance on its roll as one Subodh Oraon with 59 days attendance had been taken earlier on the roll and in view of the aforesaid understanding the union was satisfied and did not pursue the dispute further in regard to the remaining workmen including the aforesaid

four concerned workmen, namely, Raizali, Md. Hussain, Halim and Yasim. Under Section 18(3) of the Industrial Disputes Act the said settlement dated 3-1-76 (Ext. M-6) which was arrived at in course of the conciliation proceedings before the Asstt. Labour Commissioner (C), Dhanbad, is binding not only on the parties to that industrial dispute but also on the entire body of workmen employed in the establishment and hence the present dispute raised by another union, namely, the Bihar Colliery Kamgar Union in the year 1981 in respect of the same matter is not at all maintainable in so far as these four concerned workmen, namely, Raizali, Md. Hussain, Halim and Yasim are concerned.

20. My findings, therefore, are that it has not been established that out of the 11 concerned workmen, 7 of them, namely, Sukhari Dhobi, Md. Sakur, Girija Kurmi, Ranjit Mahato, Hasim Mia, Abdul Kalam Sheikh and Ser Mohamad ever worked in South Govindpur colliery as contractors' workers or otherwise and hence there could be no question of their reinstatement or departmentalisation and so far as the remaining four, namely, Raizali, Md. Hussain, Halim and Yasim are concerned they had, no doubt, worked for some period as stone cutters in South Govindpur colliery as their names appear in the chart (Ext. M-1) but their attendance fell far too short of the requirements of section 25F read with section 25B of the Act conferring on them no right to the post or entitlement to any retrenchment notice or compensation; and besides the present dispute on their behalf is also barred under Section 18 of the Act because of the previous settlement dated 3-1-1976 (Ext. M-6).

21. Sri D. Mukherjee appearing for the workmen has cited 1963(II) LLJ. 447 (Basti Sugar Mills Ltd. Vs. Ram Ujagar and others), 1964(I) LLJ. 737 (Tandur and Navandgi Stone Quarries (Pvt.) Ltd. Vs. Their Workmen), 1964 (II) LLJ. 633 (D.C. Dewan Mohideen Sahib and Sons and another Vs. United Bidi Workers' Union, Salem), 1966 (II) LLJ. 214 (Chandrabali Vs. Tata Iron and Steel Company Ltd.), (1950-67) 3 SCLJ. 2022 (Dhrangadhra Chemical Works Ltd. Vs. State of Saurashtra) and 1978 Lab. I.C. 1964 (Hussainbhai Vs. The Alath Factory Tezhilali Union and others) in which the circumstances in which a workman though ostensibly working under a contractor can be treated to be the employee of the principal employer has been explained. Copies of certain Award of different Tribunals at Dhanbad have also been placed by Sri D. Mukherjee VIZ. Award dated 24-8-80 in Ref. No. 34 of 1977 of Industrial Tribunal No. 1. Award dated 19-7-83 in Ref. No. 114 of 1982 of Industrial Tribunal No. 2 and Award dated 3-3-1983 in Ref. No. 58 of 1981 of Industrial Tribunal No. 3 in which on their respective facts and evidence it has been held that certain workers though ostensibly working under different contractors were really the employees of the principal employers and consequently were entitled to be reinstated and absorbed by the principal employers. But it is not necessary to examine the aforesaid reported decisions or the aforesaid Awards in any detail as all those cases proceeded on the footing that the workmen involved had, in fact, worked continuously for a long period though ostensibly as contractor's workers but in reality as the employees of the principal employers, whereas in the instant case the finding given above is that out of the 11 concerned workmen 7 of them, namely, Sukhari Dhobi, Md. Sakur, Girija Kurmi, Ranjit Mahato, Hasim Mia, Abdul Kalam Sheikh and Ser Mohamad had never worked at all in South Govindpur colliery in any capacity and so far as the remaining 4 namely, Raizali Khan, Mohamad Hussain Sheikh, Halim Sheikh and Yasim Sheikh are concerned, though they had worked in South Govindpur colliery for sometime, their attendance fell far too short of the requirements of Section 25F read with Section 25B of the Industrial Disputes Act, 1947 giving them no right to the post or entitlement to any notice or retrenchment compensation under Section 25F of the Act, besides their present claim is also barred under Section 18 of the Act because of the previous settlement dated 3-1-1976 (Ext. M-6) which is binding on concerned including the present sponsoring union, namely, the Bihar Colliery Kamgar Union.

22. In view of the aforesaid discussion it is held that the demand of the workmen for reinstatement of the 11 concerned workmen by the management is not justified and

they are not entitled to any relief. In the circumstance of the case, however, there will be no order as to cost.

MANORANJAN PRASAD, Presiding Officer

[No. L-20012(378)/81-D.III(A)]

New Delhi, the 20th October, 1983

S.O. 4086.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No.1, Dhanbad, in the industrial dispute between the employers in relation to the management of Sayal 'D' Colliery of Central Coalfields Limited, and their workmen, which was received by the Central Government on the 18th October, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference under section 10 (1) (d) of the Industrial Disputes Act, 1947.

Reference No. 37 of 1983.

Employers in relation to the management of Sayal 'D' Colliery, Central Coalfields Ltd., District Hazaribagh.

AND

Their Workmen.

PRESENT:

APPEARANCES :

For the Employers : Shri R.S. Murty, Advocate.

For the Workman : Provincial Secretary, Colliery Mazdood Sabha of India, Hazaribagh

STATE : Bihar. INDUSTRIAL : Coal.

Dhanbad, the 11th October, 1983.

AWARD

The present reference arises out of Order No. L-20012-(477)/82-D. III (A), dated the 29th April, 1983 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows:—

"Whether the action of the management of Central Coalfields Limited's Sayal 'D' Colliery in not regularising/Promoting Shri Dumar Chand Mahto, a piece-rated worker as Mining Sirdar/Shotfirer is justified? If not, to what relief is the said workman entitled?"

2. The dispute has been settled out of court. A memorandum of settlement dated 10-10-1983 has been filed in court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

MANORANJAN PRASAD, Presiding Officer

930 GU/83—7

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 3 DHANBAD

In the Matter of Ref. No. 37 of 1983

PARTIES

Employers in relation to the Management of Sayal 'D' Colliery, Central Coalfields Limited, Dist. Dhanbad.

AND

Their Workman.

Joint Petition of Employers and Workman for Compromise
The above mentioned Employers and Workmen most respectfully beg to state jointly as follows:—

1. That the Management and the Workman have jointly negotiated the matter under reference with a view to arriving at a mutually agreed and overall settlement.

2. That as a result of the said joint negotiations, both the parties have arrived at a settlement as per the terms indicated below:—

(a) That it is agreed that the Management has already placed the workman concerned Sri Dumar Chand Mahato, Piece Rated worker in the post of Mining Sirdar/Shotfirer in the Teach. and Supervisory Grade 'C' under National Coal Wage Agreement-II, i.e. in the pay scale of Rs. 572-29-804-34-1008 with a starting pay of Rs. 572/- w.e.f. 1-3-83 including allowances.

(b) That it is agreed that the Management shall pay to Sri Dumar Chand Mahato 50 percent of difference of wages between what is admissible on the minimum of basic pay of Rs. 572/- of Mining Sirdar/Shotfirer and when he was actually paid for the days on which he actually worked as mining Sirdar/Shotfirer during the period between 22-2-81 and 1-3-82.

(c) That it is agreed that in view of clauses (a) and (b) above, the dispute referred to the Hon'ble Tribunal stands fully settled and the workman concerned and the sponsoring union have no further claim to make.

(d) That it is agreed that this is an overall settlement in full and final settlement of all the claims of the workman concerned arising out of the aforesaid reference.

That the employer and the workman consider that the aforesaid settlement is just fair and reasonable to both the parties.

In view of the above settlement, the employers and workman jointly pray that the Hon'ble Tribunal may be pleased to give an award in terms of the same.

Provincial Secretary

Sd/-illegible

Colliery Mazdoor Sabha of India
River Side, Bhunkande Dist. Hazaribagh.

Sd/-illegible

Project Officer Sayal 'D' Colliery
Central Coalfields Limited Post Office : Sayal, Dist.

Hazaribagh For & on Behalf of The Employers

[No. L-20012(477)/82-D.III(A)]

Dated 10-10-83

S.O. 4087.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the Industrial Dispute between the employers in relation to the management of Bhatdih Colliery of Messrs Bharat Coking Coal Limited, and their workmen which was received by the Central Government on the 18th October, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 3 of 1982.

PARTIES :

Employers in relation to the management of Bhatdih Colliery of M/s. Bharat Coking Coal Limited, P.O. Bhatdih, Dist. Dhanbad.

AND
Their Workmen.

APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate.
For the Workman.—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union,

STATE : Bihar. INDUSTRY : Coal.

Dhanbad, the 11th October, 1983

AWARD

By Order No. L-20012/317/81-D.III(A) dated, the 11th January, 1982, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Bhatdih Colliery of Messrs Bharat Coking Coal Limited, Post Office, Bhatdih, District Dhanbad in stopping from work/service Shri Sabir Mia with effect from the 15th June, 1979 is justified? If not, to what relief is the concerned workman entitled?”

2. The case of the concerned workman, Sabir Mia, is that he was engaged as bullock-cart driver by the erstwhile owner of Bhatdih Colliery, the management whereof was taken over by the Central Government along with other Coking Coal Mines with effect from 17-10-1971 and which was subsequently nationalised and vested in M/s. Bharat Coking Coal Ltd. with effect from 1-5-1972. Even after the nationalisation of the Colliery and its vesting in M/s. Bharat Coking Coal Ltd. he continued to work as bullock cart driver. The erstwhile owner had provided him the bullock cart and bullocks, but, after the nationalisation of the colliery, the management only provided him wood for repairing the cart. As bullock cart-driver his duty was to carry engineering and other materials from the engineering store to different pit heads of the colliery which are absolutely necessary for day to day mining operations and to shifts the different machineries essential for the purpose of running the mine from one place to another as directed by the management and to take back defective or otherwise not required materials from pit heads to the engineering store. In this way he had been working regularly and continuously under the direct control and supervision of the management and he was being paid by the management on piece-rate basis and, for all purposes, he was a permanent employee of the colliery. The management, however, stopped him from work with effect from 15-6-1979 without complying with the mandatory provisions of Section 25F of the Industrial Disputes Act, 1947, and without assigning any reason. Thereupon he as well as the sponsoring union requested the management to reinstate him with full back wages but without any effect and seeing no other alternative the sponsoring union raised the dispute before the Asstt. Labour Commissioner (C), Dhanbad, but the conciliation proceeding ended in failure due to the adamant attitude of the management leading to the present reference. His demand, therefore, is that he should be reinstated with effect from 15-6-1979 with full back wages.

3. The case of the management, on the other hand, is that prior to the nationalisation of the colliery the erstwhile owner of Bhatdih colliery used to hire bullock carts as and when required from the adjoining village for the purposes of transporting materials. The bullocks and the carts belonged to the villagers and either the owner of the bullock-cart or his servant used to enter into verbal contract for hiring of his bullock cart at particular rates for transporting materials, and the total amount to be paid used to be computed on the basis of number of trips made by the bullock

cart on the rates stipulated from time to time. After nationalisation of the colliery also the same system continued. The concerned workman, Sabir Mia, is a resident of an adjoining village and he owns bullocks and cart. His bullock cart was also hired from time to time as and when required for the purpose of transporting materials from one place to another on the surface and he was being paid the amount computed on the basis agreed upon for carrying no different kinds of transporting jobs. He used to drive his bullock cart himself on some occasions and on some other occasions his relatives or his servants used to drive the same. There existed no employer—employee relationship between him and the management. The engagement of bullock cart had become necessary as different openings of the colliery which are scattered had been connected on the surface via Village roads on which bullock carts could ply easily and at some places jeeps could ply. But this position was improved considerably after nationalisation and the roads were also developed to improve transport facilities and trucks were put in service for transporting materials whereafter transport of materials by bullock cart became redundant and the system was completely discontinued and since there was no further need for hiring of bullock cart the management stopped hiring bullock from 1979. The action of the management in stopping hiring of bullock cart of the concerned workman from 1979 is, therefore, legal and justified and since he was not in the service of the management the question of stopping him from service does not arise and the demand of the sponsoring union to give him employment is unreasonable and unjust.

4. Two witnesses have been examined on behalf of the management and the sole witness examined on behalf of the concerned workman is the concerned workman himself. Some documents have also been exhibited on either side.

5. Sri B. P. Chatterjee (MW-1) has been working as a clerk in Bhatdih colliery since 1969 when the colliery belonged to the erstwhile owner, Kalyanji and Mahabji, who had given the colliery in lease to K. Warrah & Co. and he continued to work as a clerk even after its nationalisation in the year 1972 and he is still working as a clerk in the said colliery under M/s. Bharat Coking Coal Ltd. He has deposed that the concerned workman, Sabir Mia, belonged to an adjoining village and he had his own bullock cart and bullocks on which he used to carry electrical goods and materials of the colliery from the workshop of the colliery to the working site of the colliery for which he used to be paid certain amounts on vouchers according to the rates agreed between him and the management. He has further deposed that there were different rates fixed for carrying different materials from one place to another and the number of trips which he used to make on his bullock cart on different dates also differed according to the materials to be carried and availability of the job and hence the amounts which he used to be paid also differed according to the jobs performed by him on different dates. He has also proved 10 vouchers (Exts. M-1 to M-10) on printed voucher forms of M/s. Bharat Coking Coal Ltd. for the period between March 1977 and February, 1978 which are in his handwriting regarding payments to the concerned workman, Sabir Mia, on account of transporting charges of engineering and store materials by his bullock cart from workshop to different inclines on the back of which there are also signatures of Sabir Mia on revenue stamps in token of receipt of the amounts mentioned in the vouchers, and all those vouchers have also been signed by the Engineer and the Manager. He has also proved another similar voucher (Ext. M-11) for the month of December, 1977 which is in the handwriting of one Harihar Singh, Electrician and which is also signed by the Engineer and the Manager and on the back of which there is also the signature of the concerned workman, Sabir Mia, in token of having received the amount mentioned in the voucher. In his cross-examination he has also proved two bullock cart bill book registers of Bhatdih colliery in respect of transporting charges payable to the concerned workman Sabir Mia for transporting store materials by the bullock cart belonging to the concerned workman Sabir Mia from workshop to different inclines which are written in his handwriting and which bear the signatures of the Engineer and the Manager of the colliery. These two bullock cart bill book registers had been filed by the concerned workman along with a list of document dated 21-1-83 and they have been marked as Exts W-2 and W-3. In his cross-examination he has also denied a suggestion made on behalf of the con-

cerned workman that the concerned workman used to work for more than 240 days in a year.

6. Sri V. K. Gupta (MW-2) was the Superintendent i.e. Manager-cum-Agent of Bhatdih Colliery which lies within Mohuda Area (Area No. II) from April, 1976 to June, 1979 and he is at present working as Area Manager (Technical), Lodna Area. He has deposed that Bhatdih colliery consists of three main mouzas i.e. Bhatdih, Belakonda and Nagda and while the office and the stores are in Bhatdih the working inclines are scattered in mouzas, Belakonda and Nagda and the distance of the inclines in mouzas Belkonda and Nagda from the office and the stores in Bhatdih is about 2 to 3 kilometres. He has further deposed that in the year 1976 when he was there as Superintendent i.e. Manager-cum-Agent there were Kacha roads connecting the office and the stores with the working inclines and the management used to hire bullock carts for transport semi-heavy materials and equipments from the stores and engineer's office in mouza Bhatdih to the working inclines; in the other two mouzas as in Bhatdih itself there was no working incline, but later-on in the year 1978 or 1979 those connecting kacha roads were made into metalled roads and thereafter the management started having contractor's truck for transporting materials and equipments and the practice of hiring bullock carts for that purpose was discontinued. He has also deposed that during his time he had hired bullock cart of the concerned workman Sabir Mia for transportation as and when required and there was a prescribed rate of the colliery and according to the said rate any bullock cart could be hired and Sabir Mia also used to be paid according to the said rate. He has further deposed that Sabir Mia was residing in a village neighbouring Bhatdih colliery and every time Sabir Mia used to come and enquire from the Engineer if his cart would be required for transportation and in case the Engineer asked him to bring his cart for the purpose he used to do so otherwise he used to ply his cart elsewhere. He has next deposed that the bullock cart and the bullocks belonged to Sabir Mia and the management had nothing to do with their upkeep or maintenance or repair or the bullock cart and Sabir Mia was neither a fixed permanent cartman of the colliery nor he was directly under the control of the management and the number of days of his engagement or the time of his engagement was not fixed and only the rates were fixed and if he declined to work the management could not have taken any disciplinary action against him. He has denied that the concerned workman was an employee of the colliery or that he worked for more than 240 days in a year. In his cross-examination he has denied the suggestion made on behalf of the concerned workman that the concerned workman was daily engaged for 8 hours or that the job which he was performing was of a permanent nature or that he had been working continuously under the direction and control of the Engineer.

7. The concerned workman Sabir Mia (WW-1) has deposed that he used to carry materials of Bhatdih colliery on bullock cart since the time of the erstwhile owner of the colliery and the bullock cart and the bullocks belonged to the erstwhile owner and they did not belong to him. He has further deposed that he did this work even after the vesting of the colliery in M/s. Bharat Coking Coal Ltd. after its nationalisation in the year 1972 till 1979 and he used to carry motors, pumps, drills, cable etc. from the store of Bhatdih colliery to the working pits and again back to the store on the said bullock cart and he also used to carry such materials on the bullock cart from one pit to another and he further used to carry the machineries to the workshop for repair and bring them back on the bullock cart and for working the mine the materials which he used to carry on the bullock cart were essential. He has next deposed that the work which he used to do was a work of permanent nature and he used to come to the colliery at 8 a.m. in the morning and used to get leave at 4 or 5 p.m. in the evening, and he used to do this work of carrying material on bullock cart as per instruction of the Engineer. It is also his evidence that there was no written or oral agreement between him and the management regarding the rates for carrying different materials and machineries of the colliery from one place to another and he never used to submit any bill for the work done by him though he used to get payment from the office of the colliery on vouchers. He has further stated that the cart and bullocks used to remain at the office of Bhatdih colliery and not at his residence. He has also asserted that when he used to work as cartman in Bhatdih colliery his attendance every year was 240 days

but the management stopped him from work as a bullock cart driver since 1979 without serving any notice on him or giving him any retrenchment compensation. According to him, however, he was not given any appointment letter by the erstwhile owner nor he has been given any identity card by the present management and he was neither getting any bonus nor was a member of Provident Fund either before or after the nationalisation of the colliery. He has further admitted that after he was stopped from doing the work of carrying machineries and materials on bullock cart in Bhatdih colliery from 1979 the system of carrying the same on bullock cart was discontinued and the said work of carrying materials and machineries from one place to another at Bhatdih colliery started being done by means of trucks belonging to private owners till a year back and since last one year that work is being done by means of the own trucks of M/s. Bharat Coking Coal Ltd. In his cross-examination he has stated that the bullocks given by the erstwhile owner continued to be employed in plying the bullock cart even after the vesting of the colliery in M/s. Bharat Coking Coal Ltd. but he cannot say who used to feed the bullocks as the cart and bullocks used to remain at the engineer's office and he used to go there at 8 a.m. in the morning and take them for plying the bullock cart and in the evening he used to leave the bullocks and the cart at that very place and he used to go back home. He has also admitted that there was no attendance register regarding his attendance in the colliery nor he had maintained any account of his attendance showing the number of days that he attended the colliery in different years. He has denied the management's suggestion that in no year he had done work in the colliery for 240 days or more. He has also admitted that his number of trips on bullock cart from one place to another used to depend upon the quantum of materials to be carried from one place to another on different dates.

8. From the evidence as discussed above it would appear that the bullock cart which the concerned workman Sabir Mia used to ply within Bhatdih colliery for carrying materials and machineries from one place to another belonged to him as in the voucher Ext. M-1 to M-11 as well as in the bullock cart bill book registers which have been filed by the concerned workman himself and which have been marked as Exts. W-2 and W-3 on his behalf it has been specifically mentioned that the charges mentioned therein relate to the transporting charges of engineering and store materials by Sabir Mia by his own bullock cart from workshop to different inclines and it is also the evidence of Shri B. P. Chatterjee (MW-1) who is working as a clerk of Bhatdih colliery since 1969 and of Sri V. K. Gupta (MW-2) who had worked as Superintendent i.e. Manager-cum-Agent of Bhatdih colliery from April, 1976 to June, 1979 that the cart and bullocks belonged to the concerned workman Sabir Mia and not to the management which I see no reason to doubt as that is consistent with the entries in the aforesaid vouchers and bullock cart bill book registers. The bullock cart bill book registers Exts. W-2 and W-3 also show that the charges payable to the concerned workman Sabir Mia used to be calculated with reference to different trips made by him on different dates, different rates having been fixed for different items of materials and machineries to be carried from one place to another. This also confirms the evidence of the management's witnesses Sri B. P. Chatterjee (MW-1), and Sri V. K. Gupta (MW-2) that the concerned workman was not a regular employee of Bhatdih colliery and that his bullock cart used to be engaged for carrying materials and machineries from one place to another whenever required and the trips which he used to make also differed from time to time according to the availability of the job and he was never an employee on the roll of the colliery. In view of the aforesaid evidence I am, therefore, not inclined to believe the evidence of the concerned workman Sabir Mia (WW-1) that he was either a permanent employee of the colliery or that his work was of a continuous nature nor I am prepared to believe his evidence that the cart and the bullocks belonged to the management and he was simply a cart driver.

9. The concerned workman in his written statement has also raised the question of protection under Section 25F of the Industrial Disputes Act 1947 which lays down that no workman employed in an industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer until the workman has been given one month's notice in writing and has

also been paid retrenchment compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months. Continuous service for one year has been defined in section 25B to mean actual working under the employer for not less than 190 days in the case of a workman employed below ground in a mine and 240 days in any other case during the period of 12 calendar months preceding the date with reference to which calculation is to be made. It is in this context that the concerned workman Sabir Mia (WW-1) has stated in his examination-in-chief that his attendance as cartman in Bhatdih colliery every year was 240 days. But he has admitted in his cross-examination that there was no attendance register regarding his attendance in the colliery nor he had himself maintained any account of his attendance showing the number of days that he attended the colliery in different years. Moreover, since he was not an employee in service of the colliery the question of application of section 25F of the Industrial Disputes Act, 1947 does not arise in his case.

10. The management was, therefore, fully justified in discontinuing hiring of the bullock cart of the concerned workman Sabir Mia with effect from 1979 after the management improved and developed the roads which were formerly kacha and fit for plying bullock cart into metalled roads and introduced trucks for transporting materials and machineries and discontinued the hiring of bullock-cart for the purpose which had become redundant.

11. In the result, it is held that the action of the management in stopping from work/service the concerned workman Sabir Mia with effect from 15-6-1979 is justified and he is not entitled to any relief. In the circumstance of the case, however, there will be no order as to cost.

MANORANJAN PRASAD, Presiding Officer

[No. L-20012(317)/81-D.III.A]

A. V. S. SARMA, Desk Officer

New Delhi, the 20th October, 1983

S.O. 4088.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur (M.P.) in the industrial dispute between the employers in relation to the management of Oriental Fire and General Insurance Company, Jabalpur, and their workmen, which was received by the Central Government on the 12th October, 1983.

BEFORE JUSTICE SHRI K. K. DUBE (RETD.), PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(10)/1981

PARTIES :

Employers in relation to the Management of Oriental Fire and General Insurance Company, Jabalpur (M.P.) ;

AND

Their workman Shri Gulab Chand Choukse.

APPEARANCES :

For Workman—Shri Rakesh Johri.

For Management—Shri P. S. Nair.

INDUSTRY : General Insurance. DISTRICT : Jabalpur (M.P.)

AWARD

Dated the 27th September, 1983

In the matter of a dispute between the workman of the Oriental Fire and General Insurance Company Limited, Jabalpur and its Management, the Central Government in exercise of its powers under section 10 of the Industrial Disputes Act, 1947, by its Notification No. L. 17012/13/80-D. IV(A), dated the 27th February, 1981 referred the following dispute for adjudication. The question referred is in the following terms :—

"Whether the action of the management of Oriental Fire and General Insurance Company Limited,

Jabalpur in terminating the services of Shri Gulab Chand Choukse, Sub-staff, with effect from 9th June, 1980, is justified? If not, to what relief is the concerned workman entitled?"

The necessary facts to be related for appreciating the controversy in question are not long. Gulab Chand Choukse joined the Oriental Fire and General Insurance Company Limited, Jabalpur (hereinafter referred to as 'the Company, as a Waterman in January, 1975. After a period of three months, his wages were increased to Rs. 200 from Rs. 125 per month. With the passing of time, as usually happens, the workman, could gain more confidence of the employers and he was performing other duties, besides those of the waterman. On or about 20th October, 1979, one Om Parkash, an employee of the Company wrote a letter to the Management that certain filthy utterances were transcribed on the walls of the lavatory, lying within the precincts of the office which sought to impute him in a clandestine manner with one Sarita Verma, a lady employee of the Company. Om Parkash stated that the whole writing was false and debase and was made to harm him. On 23rd October, 1979, the Workers' Union of the Company sent a Memorandum to the Management stating that they would greatly appreciate if the wrong-doers were brought to book. On 30th October, 1979, the Management of the Company obtained a report from one Pillai, a handwriting expert, to the effect that the writing on the wall was similar to that of Gulab Chand Choukse and therefore, the conclusion was that Gulab Chand Choukse wrote the matter on the wall. Thereafter, on 12th November, 1979, Sarita Verma, a probationer employee of the Company, made a complaint to the Divisional Manager directly that Choukse was misbehaving and making indecent advances. On 15th November, 1979, the Union President again gave a Memorandum that they would give their best support if the wrong-doers were punished. On 19th May, 1980, one Panchal, an employee of the Company made a complaint to the Management that he suspected that Choukse was doing damage to the office property of the Company. When in May, 1980, Choukse came to the office, he was not allowed to sign the attendance register. On 9th June, 1980, he was served with the termination order. Choukse was not given any show cause notice nor paid the retrenchment compensation. According to the Management as eventually pleaded by them by introducing an amendment in the original statement. Choukse's services were terminated as a measure of punishment as they had lost confidence in him because of various misconducts of which he was guilty and which they had reason to believe after a fact finding enquiry by their officers, enquiry by their officers. The Management also took the The management also took the plea that Choukse was a contractual labour borne on workcharge contingent casual establishment and would not be a workman as defined under the Industrial Disputes Act and therefore, not entitled to invoke the jurisdiction of this Tribunal.

The workman pleaded that he had been removed mala fide, without any rhyme or reason as the Management wanted to appoint one Yadav in his place. He was first tried to be implicated in a theft case, but he had been fully exonerated of all charges. Thereafter, he had been falsely implicated for an offence punishable under section 509 of the Indian Penal Code, for which he faced a trial before the Chief Judicial Magistrate. At the time of filing the written statement, a case was pending, but at the time of arguments, the case had come to an end and the Chief Judicial Magistrate had acquitted him of all the charges. The charge under section 509 of the Indian Penal Code was with reference to the filthy writing on the wall of the lavatory of the Company. The Chief Judicial Magistrate found that it could not be proved that Choukse had written the matter on the wall. Choukse, therefore, contended that the termination of his services was vindictive and an unwarranted act which was liable to be struck down, or which would not be able to bear the scrutiny of a judicial Tribunal.

A preliminary issue was framed as to whether the Tribunal could have jurisdiction to proceed with the matter. The counsel for the Management however pleaded that the issue be decided finally after the entire evidence was taken. Therefore, my predecessor did not decide the preliminary issue. Even after the entire evidence had been taken, no material was placed before the Tribunal as would show that the

jurisdiction of the Tribunal was interdicted for the reason that Choukse was not a workman within the meaning of the Industrial Disputes Act of the General Insurance (Conduct, Discipline and Appeal) Rules, 1975 had the effect of ousting the jurisdiction of the Tribunal. Nor is there any substance in the contention that the General Insurance Business (Nationalisation) Act, 1972 barred the jurisdiction of the Tribunal to deal with the order of termination of services of the employees of the nationalised company like the present one. It is clear from the evidence that Choukse was employed as a part-time waterman whose duties were to supply water to the employees. Thereafter, his wages were increased to Rs. 200 per month. He had been getting all the privileges of the employees of a General Insurance Company for the past five years and though he had not been confirmed, he was certainly not a casual labour. It was immaterial what nomenclature was given to the workman. In substance, he had been discharging the duties of a workman within the definition of Industrial Disputes Act. The preliminary objection raised has, therefore, no substance and I would proceed to deal with the case on merits.

Choukse denied all allegations against him. He stated that he was wholly innocent. He had controverted all the allegations made against him in the rejoinder. No rejoinder has been filed by the Management. The Management, by introducing a plea in their written statement pleaded that they should be given an opportunity to prove the misconducts against the delinquent official whose services had been terminated after a fact-finding enquiry by their officers as a measure of punishment. Since Choukse had lost confidence they were within their right to dispense with his services by passing an order of discharge which did not cast a stigma on him. The misconducts alleged against Choukse, as would appear from their statement, are these :—

First, Choukse had written filthy matter on the walls of the lavatory in the premises of the office of the Company. These utterances were written to injure the feelings of one of the lady members of the staff. Secondly, he had indulged in mess character assassination of the employees. Thirdly, he was responsible for spreading baseless rumours and attacking personal and social life of some of the employees. Fourthly, one day his brother unauthorisedly came to the office and threatened Om Parkash, an employee of the Company, and lastly, he was found deliberately damaging the office property and in particular, the water coolers by willfully over-watering them.

According to the Management, Choukse was not performing his job properly and was indulging in unsocial and undesirable activities and was thus acting in a manner prejudicial to the interests of the Company. Since the workman had been removed from the service as a measure of punishment, the question of payment of retrenchment compensation did not arise.

Evidence had been led to prove misconducts against Choukse by the Management. The other party, namely, Choukse also led evidence to rebut such evidence and to establish his innocence. The short question before me, therefore, that remains to be considered is whether on the evidence led, any misconduct has been established, as would warrant termination of the services by the management.

The most serious charge against Choukse was that he had written filthy matter on the wall of the lavatory stating that one Sarita Verma and Om Parkash are having clandestine relationship. As already stated, he was tried of an offence punishable under section 509, Indian Penal Code, in which this misconduct had been subject matter of the offence. The Chief Judicial Magistrate held that no one had seen that Choukse was writing foul matter on the wall. The case against him could only be proved by circumstantial evidence. The Management relied on the evidence of the handwriting expert to prove that it was Choukse who had written the obscene matter on the wall. K. R. Pillai, the handwriting expert, was of the opinion that the photograph of the writing on the wall and the standard writing of Choukse were found to be similar and therefore it was reasonable to conclude that

it was Choukse who had written the foul language on the walls of the lavatory. The Chief Judicial Magistrate who tried the case under section 509, Indian Penal Code found that the photograph of the writing on the wall was given subsequent to Pillai's giving his opinion. The photograph was given to him on 10-11-1979 but Pillai had given his report on 30-10-1979. The Magistrate was, therefore, rightly of the opinion that Pillai's opinion is useless as he could not have compared the writing on the wall with the standard handwriting. He that as it may before me, the Management had another opportunity of proving that the writing on the wall was made by Choukse. Here again, the Management had completely failed to establish this. In the first instance, the photographer Om Parkash in his evidence deposed that he had taken the photograph of the writing on the wall on 10-11-1979 and it was on 27-11-1979 that he gave delivery of the photograph of the writing on the wall to the Company. A photostat copy of the bill was produced before me, as the original was filed before the Criminal court. This bill is dated 10-11-1979. The bill is in the name of Dr. K. K. Verma father of Sarita Verma. Om Parkash stated that this bill related to the charges of the photograph of the writing on the wall. It was, therefore, abundantly clear that the photograph of the writing was taken on 10-11-1979 and Pillai could not have given his opinion by comparing the photograph with the standard hand-writing of Choukse on 30-10-1979. The photograph of writing on the wall is not a every day occurrence and the photographer was bound to remember some of the details. I am therefore of the opinion that Pillai's opinion regarding the writing on the wall was wholly useless as made without any basis. Another lacuna that is apparent in this evidence is that the standard writing of Choukse was not produced before me. There is, therefore, no opportunity even for me or anyone to compare the hand-writing on the wall with that of the standard handwriting of Choukse. It is also not possible to test the similarity on the points mentioned by Pillai.

I may here advert to the reports made by two of the employees of the Company and Ex. M/5 and Ex. M/8. According to the Management they had asked G. S. Upadhaya, to make an enquiry into the conduct of Gulab Chand Choukse. Similarly, they had also asked one Rai, another officer of the Company and both these officers opined that the writing on the wall was made by Choukse. Both these officers however, relied on Pillai's report. Rai on 7-6-1980 merely stated in his report that he agreed with the views of Upadhaya. None of these officers tried to compare the standard handwriting of Choukse with the photograph of the writing of the obscene matter on the wall, to enable them to give their opinion whether it was Choukse or some one else who had written on the wall of the lavatory. The reports of these officers are, therefore, useless to prove the charge against Choukse. If the main charge against Choukse falls, there is hardly any evidence of any other misconduct against him. It would be pertinent to observe that in the conciliation proceedings this was the only charge that the Management alleged against Choukse.

In this connection Sarita Verma's evidence may also be examined. She had made a complaint Ex. M/1 to the Divisional Manager of the Company. The complaint is reproduced verbatim as under :—

"Dear Sir,

I wish to report that Mr. Gulab Choukse misbehaves with me and by actions and gestures shows his clear intention of obscene towards my person.

This is for your information and necessary action.

Thanking you,

Your's faithfully,

12-11-79

Sd./-Sarita Verma"

It would be seen from this letter that it makes no allegations that it was Gulab Chand Choukse who had written the obscene matter on the wall. The complaint is vague and lacks all particulars. It does not indicate what Choukse had done and where. What gestures was he making? Was it during office hours or after office hours? How long he had been doing so? Why she had made the complaint? Such

complaint could be made by Sarita Verma against any one as it is wholly devoid of particulars. In her evidence she has stated that she made the complaint because Choukse was spreading false rumours about her and that he used to pass unpleasant remarks about her person and dress. Choukse would disrupt telephone wires and would not do such work as he was asked to i.e. he would not bring water to her. She also stated that there were other lady workers in the Company and Choukse would pass undesirable remarks in respect of other lady members of the staff. Her evidence would clearly show that the complaint made in writing was false. Choukse had not made any gestures nor overtures nor misbehaved with her. On the contrary, she now says that she had a grouse against him for different reasons. No other lady member of the staff has come forward to make a complaint against him. If what she says were true, it is reasonable to expect that the other lady members against whom he was making undesirable remarks would also complain. I cannot fail to observe that Sarita Verma is a probationer and her period was due to expire that year. The suggestion that she has been pressurised to falsely speak against the complainant has force. Being a probationer she was in danger of losing her job if she did not in a way oblige the Management. When she was asked why she had not mentioned in the complaint made by her in writing all the allegations, which she is now imputing against Choukse, she merely stated that she had orally approached the Divisional Manager regarding them and did not think it necessary to include them in the complaint. This explanation is far from satisfactory. The omissions in the complaint made by her are significant and militate against the veracity of her evidence. The whole thing, the complaint and her evidence, are two concocted statements and absolutely no reliance can be placed on this witness. There is nothing in the whole chain of attending circumstances as would tend to corroborate anything what she has spoken before me. I would not bane the Management if they had acted on suspicion against a person whose conduct they genuinely felt was questionable. However the evidence led and that of Sarita Verma and Ex. M1 and similar other evidence in the case does not even go to lend support to a doubt which could reasonably be entertained by any prudent man regarding the imputations against the character and behaviour of Choukse. I am not trying to test the evidence led before me by such scales as are employed in a Criminal Court but merely trying to find out whether even reasonably viewed, this evidence would be summoned in aid to establish a reasonable suspicion which could be entertained against the delinquent workman so as to result in the loss of confidence against him.

The second allegation against the delinquent workman is that he had been spreading rumours. There is absolutely no evidence tendered by the Management which could substantiate this charge. It is Sarita Verma who said that certain rumours were tried to be spread by him but her evidence cannot be relied on as in her complaint, she had never mentioned anything about it. As regards character assassination also, there is no evidence. These charges proceed on the basis that he had been instrumental in writing filthy matter on the wall of the lavatory but that charge against him has not been proved at all.

The next charge is that he had tried to damage the property of the company. It is particularly stated that three coolers were over-watered by him deliberately and therefore, the wiring was short-circuited resulting in damage to the coolers. Ex. M/4 dated 19-5-1980 is a complaint made by R.K. Panchal. Ex. M/4 on which this complaint is made by Panchal bears the Inward Seal but it has not been indexed and no inward Number appears on it. It is pointed out that indexing could not be possible as this letter has been concocted subsequently. It is made merely to support a charge which is false and made at the behest of the Management. Incidentally, Panchal in his complaint also stated that he had seen the delinquent workman making obscene gestures towards Sarita Verma. Sarita Verma has not supported Panchal. This would show the falsity of his evidence. The complaint made by him also lacks particulars. No date, time, place and occasion are mentioned. It is impossible from such allegations to find out the correctness of the statement made. The over-watering of the coolers, it is alleged, was done deliberately as this is the only way it is tried to be suggested that he had damaged the office property. In fact, there is no other allegation of damaging the property of the office in any other manner. Generally, the coolers contain such an arrangement that when they are over-

watered, the water is let off. It is, therefore, very doubtful that any over-watering had been done in order to damage the coolers. Moreover, it is impossible to say that the delinquent workman was doing so wilfully. If the coolers were not provided sufficient water, it would be a case of complaint and he would be charged for not discharging his duties properly. That, to my mind, would be a genuine reason to complain against the workman. However, it is difficult to see how he could be said to have over-watered the coolers. It is merely the opinion of Panchal. Panchal in his evidence has admitted that letters which were delivered personally are not indexed. Then why the seal was placed on the complaint Ex. M/4 made by him? Now, though in his evidence he says about over-watering the coolers, there is nothing in his complaint about it. The witness, when he was asked specifically as to what the workman had done, just stated that it was the over-watering that had resulted in the damage to the coolers. The reason given does not appeal at all. It cannot be said that a person who had been doing his work for five years, would suddenly take into his mind to damage the water coolers and why should he do it?

Shri Ganga Sagar Upadhyaya was asked to make inquiry regarding the conduct of the delinquent workman. He stated that he had inquired from Panchal and Om Parkash but he had not mentioned anything in his report as to what Panchal had told him. Did he give his thought to the proposition that by over-watering the coolers would be damaged? It is merely Panchal's opinion that Choukse had done damage to the property and that has been accepted by all concerned without trying to know as to what Choukse had done.

K.L. Jataw is another witness who stated that he was the President-cum-Secretary of Oriental Employees Association. The Association had sent Exhibits M/6 and M/7 to the Divisional Manager who clearly admitted that the complaints were general and no one in particular had been named as the wrongdoer. Mr. Rai, the other officer to make inquiry into the conduct of Choukse, stated that he made inquiries from Panchal, Sarita Verma and Om Parkash. Om Parkash is dead and therefore, anything could be stated as coming from him without fear of contradiction. If what he says now were true, it would surely find place in his report. Nor does the report reflect the position that he had made an inquiry from Panchal or Sarita Verma. His one line report that he agreed with the findings of Mr. Upadhyaya would clearly show that he had made no effect to make an independent inquiry which he is claiming now. He however, stated in cross examination that there was a suspicion that coolers were spoiled by Choukse. He frankly admitted that Panchal did not tell him that it was actually Choukse who was responsible for damage to the coolers. If it is not coolers then what other property had been damaged which Panchal alleged was spoiled at the hands of Choukse? Clearly, Mr. Rai had not inquired from Panchal as nothing was mentioned by him about this.

Mr. P. C. Charan who is the Deputy Regional Manager of Oriental Fire and General Insurance Company, stated that he had asked Mr. Upadhyaya and Mr. Rai to make inquiries against Choukse and it is in pursuance of such an order that they had given their reports. The termination order had been issued by him and it was on the basis of the reports made by Mr. Upadhyaya and Mr. Rai as also Exhibits M/6, M/7 and M/9. Exhibits M/6 and M/7 are not complaints against anyone in person. How could they be taken the consideration against him it is difficult to see. Exhibit M/9 is a letter from Assistant Divisional Manager to Divisional Manager. As regards the criminal charge, which was against Choukse, he had been honourably acquitted. The inquiries conducted by Mr. Upadhyaya and Mr. Rai were wholly useless as they had not done their job at all. They had merely relied on the report of the handwriting expert and not even tried to see whether what the expert was saying was true or not. In fact, as observed by me earlier, the Handwriting Expert's opinion is concocted and false. The whole basis of the complaint against the delinquent workman is knocked out one it is held that the writing on the wall was not made by him.

The upshot of the whole discussion is that none of the charges are proved which could provide any basis to the Management to terminate the services of Choukse. Since his services could not be terminated because of his misconduct, he would be deemed to be in service.

The Management was, therefore, not justified in terminating the services of Choukse. Reasons they have given that

they lost confidence in him because of the misconducts committed by him are wholly unsubstantial and truly are afterthought. The matter appears to be that the services of Choukse were terminated as he was a temporary hand without paying him the retrenchment compensation, if they were seeking retrenchment. The only way, therefore, to remove him was after making an inquiry against him for any misconduct. But since they had, under some wrong impression, terminated the services of Choukse, the Management was seeking to justify the termination by alleging the misconduct against Choukse. The writing on the wall of the lavatory could be a concocted affair and they found Sarita Verma to oblige them, making rash and unwarranted allegations against Choukse. The termination was clearly without any justification.

I accordingly make this award directing that Choukse be reinstated forthwith. The result of setting aside of termination order would be that Choukse would be deemed to be in service for all this period and would be entitled to wages and allowances in terms of the service conditions. He would also be paid Rs. 200 as costs. The Management will bear its own costs.

K. K. DUBE, Presiding Officer
[No. L-17012(13)/80-D.IV.A]

New Delhi, the 21st October, 1983

S.O. 4089.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay, in the industrial dispute between the employers in relation to Messrs J. Chaswan & Company, Bombay, and their workmen, which was received by the Central Government on the 17th October, 1983.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1 AT BOMBAY**

Reference No. CGIT—26 of 1978

PARTIES :

Employers in relation to Messrs J. Chaswan & Co.,
Bombay.

AND

Their Workmen

APPEARANCES :

For the employer—Mr. S. H. Parekar Advocate.

For the Transport & Dock Worker's Union, Bombay—
Mr. S. R. Wagh, Advocate.

STATE : Maharashtra INDUSTRY : Horts &
Docks.

Bombay, dated the 6th day of October, 1983

AWARD

The Government of India, Ministry of Labour, by order No. L-31015(2)/78-D.IV(A) dated 23rd December, 1978, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, have referred to this Tribunal for adjudication an industrial dispute between the employers in relation to Messrs J. Chaswan and Company, Bombay and their workmen in respect of the matters specified in the schedule mentioned below :—

SCHEDULE

- (i) Whether the action taken by the management in pursuance of their notices served on the individual workmen on 21st December, 1977 and 27th December, 1977 retrenching them from the services of the Company is justified?

If not, to what relief are the concerned workmen entitled?

- (ii) Whether the subsequent action of the management in converting retrenchment as Closure of the establishment as per their letter dated the 17th January 1978 addressed to the Secretary of the Transport and Dock Workers Union, Bombay is justified? If not, to what relief are the concerned workmen entitled?

2. The Management contended that the employees were employed exclusively on ship repairing work and they were never employed to do work at workshop. The management further contended that there was no retrenchment but, the shipping business was closed for the reasons mentioned in the written statement. It was further contended that the workmen were not entitled to reinstatement or to retrenchment compensation.

3. The parties adduced documentary evidence. Transport and Dock Workers Union filed affidavits of 16 employees by way of oral evidence. The Management filed affidavit of Shri Jagdish Ram Diwan. Management Cross-examined one of the employees, Shri Ramain B. Tiwari, who has filed an affidavit. His Cross-examination was complete. Reference was adjourned for Cross-examination of other employees to 18-11-1983.

4. Today Both the parties informed that they have arrived at a settlement. They filed the document of settlement signed by Advocate Mr. S. R. Wagh for the Transport & Dock Workers Union and one of the workmen Shri Tadaknath Dube for the Union Advocate Mr. S. K. Parekar and one of the partners of the management Co. Shri J. R. Diwan, signed for the management. The employee Dube and management's partners J. R. Diwan, admit before me the terms of the settlement. It is stated in this settlement that the management has already paid a sum of Rupees Thirty five thousand one hundred eighty nine and the management agrees to deposit the balance amount of Rupees Thirty Six thousand eight hundred and eleven only (Rs. 36,811) with the Transport and Dock Workers' Union, Bombay within eight days from today in satisfaction of all the claims of the workmen. The parties pray that the reference may be disposed of in terms of this settlement.

5. I have gone through the terms of settlement and I find that the settlement is on the whole just and fair. I therefore dispose of this reference in terms of the settlement annexed to this Award.

6. Award accordingly. No order as to costs.

M. D. KAMBLI, Presiding Officer

[No. L-31013(2)/78-D.IV. A]

**BEFORE THE PRESIDING OFFICER CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL,
BOMBAY**

Ref. CGIT/26 of 1978

M/s. J. Chaswan & Co. Bombay

AND

Their Workmen

May, It Please your honour

The parties to the above reference have arrived at following settlement.

The union representing the 16 workmen whose services were terminated by the Management following the closure has agreed to the proposal of the management that the management will pay a sum of Rupee, seventy two thousand only (Rs. 72,000/-) towards terminal benefits of the workmen in full and final settlement of their claim arising out of the terms of reference.

3. The management has already paid a sum of Rupees thirty five thousand and hundred Eighty nine and the management agrees to deposit the balance amount of Rupees thirty six thousand eight hundred and eleven only (Rs. 36,811) will

be deposited with the Transport and Dock Workers Union, Bombay within eight days from today in satisfaction of all the claiming of the workmen.

The parties pray that the reference may please be disposed of in terms of above settlement.

Bombay, dated this day 6th Oct. 1983.

Sd/- Illegible
Advocate for

M/s. J. Chaswan & Co.
Witness.
J. R. DIWAN

Sd/- Illegible

Sd/- Illegible
S. L. WAGH,

Advocate for the

Transport & Dock Workmen Union.
(Tadaknath Dube)

S.O. 4090.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay, in the industrial dispute between the employers in relation to the management of Messrs B. B. Ghise & Sons, Watchman Contractor Mandvi Koliwada, Dhoble Bhawan, Bombay, and their workmen, which was received by the Central Government on the 17th October, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

Reference No. CGIT—7 of 1982

PARTIES :

Employers in relation to the management of Messrs
B. B. Ghise & Sons, Watchman Contractor, Bombay.

AND

Their Workmen

APPEARANCES :

For the Employer—Shri K. S. Desai, Advocate.

For the Workmen—1. Shri S. K. Shetye, General Secretary, B.P.T. Employees Union, Bombay.

2 Shri G. B. Sarang (Workman in person)

STATE : Maharashtra INDUSTRY : Ports and Docks

Bombay, dated the 29th September, 1983

AWARD

The Government of India, Ministry of Labour, by order No. L-31012/4/82-D.IV(A) dated 17-9-1982, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), referred to this Tribunal for adjudication an industrial dispute between the employers in relation to the management of Messrs B. B. Ghise & Sons, Watchman Contractor, Mandvi Koliwada, Dhoble Bhawan, Bombay and their workmen in respect of the matters specified in the schedule mentioned below :—

SCHEDULE

"Whether the action of the management of Messrs B. B. Ghise & Sons, Watchman Contractor, Mandvi Koliwada, Dhoble Bhawan, Bombay in stopping the booking of Shri G. B. Sarang, Watchman from 3-4-1982 is justified? If not, to what relief is the workmen concerned entitled?"

2. Messrs B.B. Ghise & Sons, Watchman Contractors (hereinafter referred to as "the company") do the work of guard-

ing goods of their clients goods received at the Docks either for Export or Import. The company's clients keep their goods which are either to be imported or exported at the Docks for some days till the arrival or the departure of the vessel. They approach the proprietor of the company to guard their goods for number of days they are lying at the Docks. The company then engages the services of some security Guards from time to time. The workman Shri G. B. Sarang had been in the service of the company for about three years as a security Guard till he was discontinued from the work from 3-4-1982. The General Secretary, Bombay Port Trust Employees' Union (hereinafter referred to as "the Union") in his statement of claim dated 25-10-1982 contended that the action of the company in stopping the booking of Shri Sarang watchman from 3-4-1982 was illegal, improper and contrary to the principles of natural justice had fair play and his booking has been stopped illegally without assigning any reason; that no enquiry was held before stopping the booking of the workman. The Union submits that the action of the company is a clear case of unfair labour practice and amounts to victimisation as his junior watchman and new recruits are given booking while the legitimate claim of the workman Shri Sarang is brushed aside. It is alleged that the company has committed breach of payment of Wages Act by not paying the wages for the month of March, 1982. The Union therefore prayed that the Tribunal be pleased to order the company to reinstate Shri Sarang with retrospective effect with full back wages and continuity of service.

3. The company by filing the written statement dated 11-4-1983 pleaded as follows. The demand raised by the Union for reinstatement of the workman with full back wages is totally misconceived, untenable and the same is liable to be rejected. For the purpose of guarding the goods of the clients the company engages the services of some of the security Guards from time to time purely on temporary basis for a limited period for few days. There is no regular or continuous work which is done by the company so as to employ any of the Security Guards in its continuous employment. Sometimes there is practically no work for the company and the company does not employ a single Security Guard in its employment. The company has not terminated the services of the workman at any time but his service has automatically come to an end at the expiry of the temporary appointment with effect from 3-4-1982. On these pleading the company denied that it had terminated the services of the workman as alleged by the Union. The company alleged that, therefore there does not exist any dispute much less an Industrial dispute. There was no work available with the company on 3-4-1982 so as to enable it to allot the same to the workman. The company denied that the workman was in continuous service of the company for 3-1/2 years. The company denied that it had retained the junior Security Guards in its employment. As regards the arrears of salary the company submits that the company was always willing to pay the earned wages of the workman for the month of March 1982; it is however the workman who did not turn up to collect his salary for that month. The company therefore prayed that the demand raised by the Union for reinstatement of the workman be rejected.

4. The company produced certain documents on record like the Attendance card of the workman, Attendance register and Attendance Book for the period from 1-11-1980 to 1-4-1982. The Union examined the workman Shri Sarang as UW-1. The company examined Shri Naneswar Bhaskar who was working as Manager. The point that arises for consideration is whether the company is justified in stopping the booking of the workman Shri Sarang from 3-4-1982, and whether the workman is entitled to any relief.

5. It is the case of the company that the workman was employed as Security Guard as and when the work was available. He was employed on temporary basis. According to the company his service has automatically come to an end on expiry of his temporary appointment with effect from 3-4-1982. It is not shown by the company that this workman was appointed only for a specific period. It is therefore difficult to accept the contention of the company that the appointment of the workman has come to an end automatically. Entries in the documents produced by the company are not disputed by the workman. It appears from those documents that the workman was not getting work on every day.

The company employed Security Guards as and when the work was available. It appears from the documents that this workman sometimes worked for one, two and sometimes even three shifts. However, it does not appear that he worked for 240 days in any year. Shri Shetye, the Central Secretary of the Union, submitted that when the workman worked for two or three shifts it should be taken that he worked for two or three days in the course of that whole day. It is difficult to accept this submission. As it is not shown on behalf of the workman that he worked for 240 days in any year he will not be entitled to retrenchment compensation. The question of paying retrenchment compensation therefore does not arise. The Union had also not taken such a plea in its statement of claim.

6. I have already found that the company's contention that the services of the workman have automatically come to an end at the expiry of his temporary appointment is not tenable. It is not shown by the company that the workman was appointed for a specific period. It is true that the workman was not getting the work every day. He was given work as and when it was available. However, as held by the Calcutta High Court in the case between Tapan Kumar Jana Vs. Calcutta Telephones and others (1981 (II) LLJ, page 382) even a casual labourer is a workman under the provisions of the Industrial Disputes Act, 1947. The definition of workman has not provided for exclusion of the casual labourer from the category of workman nor does it lay down that only permanent employees will be workmen. It is sufficient that a person is employed in an establishment for hire or reward. In the case between the management of Tractors and Farms Equipment Ltd. and First Additional Labour Court, Madras and another (1982 (II) LLJ, page 403) the case of the management was that the employees was a casual employee. He was engaged along with others for loading the tractors manufactured by the management as and when Railway wagons were available. He was therefore, according to the management not a workman within the meaning of the Industrial Disputes Act and would not be entitled to reinstatement. It was held in that case that the nature of work done by the employee and other employees employed similar like him was of permanent nature although it might not have been available for being undertaken itself in sufficient frequency or volume to keep the workmen permanently employed and that by itself would not make the work one of a casual nature nor the workmen casual workmen. It will have to be held on the facts of the instant case that the services of the workmen did not come to an end automatically but that his services were terminated.

7. The management has not attributed any misconduct on workman for terminating his services in the written statement filed by it. However the management has led evidence to show that this workman was not attending the duty of guarding the goods properly and faithfully. It was suggested to him that once in 1981 he was not present in the place of duty and one of the boxes which he was supposed to guard was broken by somebody. This suggestion was denied by the workman. He further denied that he was stopped from work at that time for 3-4 months. A suggestion was made that at that time he had gone to Shri Shetye, the Secretary of the Union and at his (Shri Shetye's) request he (workman) was allowed to resume the work. Incidentally the same Shri Shetye Secretary is conducting this reference on behalf of the Union. The workman denied that suggestion also. It was then suggested to this workman that he was not present at the place of work on night of 2-4-1982 and that when this was detected a watchman from other godown was required to be placed at the place where he was working. This suggestion was also denied by the workman.

8. Shri Naneswar Bhaskar, the Manager of the company deposed in his evidence that on 2-4-1982 he had gone to the dock at night to check whether this workman was there on duty. The shift was from 11 P.M. and he had to go to check at 12 at night. When he went to the place where the goods were lying and where the workman was required to guard, the workman was not found there. On enquiry he (manager) came to know that the workman had come at 11 P.M. and went away after checking the articles. Shri Bhaskar further says that he again went at 1-30 at night but the workman was not found at the place of his duty

and therefore he brought a watchman from other godown and kept him at the place where this workman was required to work. On the basis of those material I am inclined to accept the case of the management that this workman was not attending to his work honestly. It appears that his services are terminated as he was not found to be honest and faithful in his work, and without holding any enquiry his booking was stopped in the sense he was not given any work.

9. Normally the workman would be entitled to reinstatement since his services are terminated for misconduct. The question however is whether the relief of reinstatement should be given to him. It is submitted for the management that they have lost confidence and therefore there should be no reinstatement.

10. In the case of M/s. Francis Klein and Co. (P) Ltd. Vs. Their workmen and another (1971 II, 111, page 615) decided by the Supreme Court the facts were that the Durwan of the company was dismissed on the allegation that he failed to give assistance when called upon to do so when somebody was stealing the company's property the Supreme Court held that where an employer loses confidence in his employee, particularly in respect of a person who is discharging an office of trust and confidence there could be no justification for directing his reinstatement. The Supreme Court observed that the post of a Durwan in an industrial concern where valuable property, both manufactured goods and assets, required to be guarded, was a post where the trust and confidence of the company were to be maintained. In the case between I. Michael and another and M/s. Johnson Pumps India Ltd. (1975, I, LLJ, page 262) the applicant before the Supreme Court was an employee of the respondent company. He was discharged from service. He challenged the order in the Labour Court. The management contended that it had lost the confidence in the workman and that the discharge was one of discharge simplicitor and no stigma was whatsoever attached. The Labour Court upheld the contention of the management and hence the workman had come to the Supreme Court by way of appeal. The Supreme Court observed there—

"Loss of confidence is often a subjective feeling or individual reaction to an objective set of facts and motivations. The Court is concerned with that latter and not the former, although circumstances may exist which justify a genuine exercise of the power of simple termination. In a reasonable case of a confidential or a reasonable post being misused or a sensitive or a strategic position being abused, it may be a high risk to keep the employee, once suspicion has started and a disciplinary enquiry cannot be forced on the matter. There, a termination simplicitor may be bona-fide, not colourable, and loss of confidence may be evidentiary of good faith of the employer."

11. It is clear from the evidence adduced by the company that the workman was stopped from work because he was found to be not present at the place of duty on the night of 2-4-1982. Booking of the workman was stopped from 3-4-1982. This was obviously for the misconduct on his part. The question however would be whether the workman should be reinstated as no enquiry was held against him. I think that in view of the observations made in the above cases and in view of the special circumstances obtaining in this case viz., that the workman was allotted the work as and when available and that he was holding the post of trust and confidence and as the management has lost confidence in him this would not be a fit case for reinstatement. The ends of justice would be met if he is given compensation equivalent to three months pay and also his pay for the month of March, 1982 which was not paid to him. It appears that the workman was paid for the days on which he actually worked. On going through the documents produced by the management on an average he was getting Rs. 400 per month. I therefore, hold that although the workman is not entitled to reinstatement the management will pay compensation of Rs. 1,200 being three months pay

and also pay him an amount of Rs. 264 which was his pay for the month of March, 1982 and which was not paid.

My award accordingly.

No order as to costs.

M. D. KAMBLI, Presiding Officer
[No. L-31012(4)/82-D.IV(A)]
S. S. PRASHER Desk Officer.

New Delhi, the 21st October, 1983

S.O. 4091.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of Government of India Press, Ring Road, New Delhi, and their workmen, which was received by the Central Government on the 11th October, 1983.

BEFORE SHRI O.P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No. 164 of 1977

In the matter of disputes :

BETWEEN

Shri C. P. Garg and
Shri Harbans Singh through
The General Secretary, Government of
India Press Employees Union,
Type I-14 Press Colony, Mayapuri,
New Delhi.

AND

The Manager,
Government of India Press,
Ring Road, New Delhi-64.

APPEARANCES :

Shri Narinder Chaudhary—for the Management.

Shri C. P. Wig—for the Workmen.

AWARD

The Central Government, Ministry of Labour, vide Order No. L-16012/75/D.II. (B) dated 3rd December, 1975, made the reference of the following dispute to this Tribunal for adjudication :—

"Whether the management of the Government of India Press, Ring Road, New Delhi, is justified in reverting Sarva Shri C.P. Garg and Harbans Singh, Section Holders to the posts of Compositor, Grade I, with effect from 9-11-1973 and 13-11-1973 respectively? If not, to what relief are the said workmen entitled?"

S. Shri Shri C.P. Garg was appointed as Distributor in Government of India Press, Aligarh on 19-4-1943. He was promoted to the post of Compositor Grade-II on 19-4-1946 and was further promoted to the post of Compositor Grade-I on 1-1-1966. On 7-8-1970, he was transferred to Government of India Press, Ring Road, New Delhi.

3. It was on 20-5-1971 that Mr. C. P. Garg was promoted as a Section Holder and his appointment as a Section-Holder was for a period of 2 years' probation, but the probationary period was extended by order dated 12-9-1973 for a further period of 6 months starting from 20-5-1973.

4. On 8-10-1973, a memo was issued to Mr. C.P. Garg by the Manager, Government of India Press seeking his explanation to which the workman replied on 12-10-1973. On 9-10-1973, the workman made a complaint against Mr. Mall, overseer to the Manager of the Press and he was reverted by a simpliciter order dated 9-11-73 by the Manager.

5. Mr. Garg complained that his reversion was not on account of his unsuitability for the post during probation period, but way of victimisation and mala fide conduct. The Manager, Government of India Press was said to have been

motivated against him by one Mr. Mall, Overseer and he was not confirmed even after having successfully completed two years period of probation during which there were no complaints against him and he had worked efficiently and properly. He asserted that he has been punished on account of instigation of Mr. Mall, Overseer without a show cause notice or an opportunity of being heard as required by law and that the order of extension of probation period made after four months of the expiry of two years' probation period which was itself illegal and improper. He must be deemed to have been confirmed on this post after the expiry of two years. He prayed for setting aside the order dated 9-11-1973 and claimed continued promotion as Section-holder and full back wages continued service as a Section-holder.

6. Mr. Harbans Singh joined service as a Compositor on 6-12-1948 at Aligarh and was transferred to Government of India Press, Ring Road, New Delhi on 25-5-1970. He was promoted as Compositor Grade-I on 10-3-1971 and was further promoted as Section-holder on 20-12-1972 and was put on two years probation. He was suspended on 31-8-1973 and on 21-9-1973, a charge-sheet was issued to him, but the suspension order was cancelled and he was allowed to join duty on 3-10-73 and on 17-10-73, he complained against Mr. Mall, Overseer to the Manager and on 13-11-73, he was reverted from the post of Section-holder to Grade-I Compositor without holding any enquiry and without assigning any reason for such reversion. He claims that his reversion was mala fide and improper. Mr. Harbans asserted that he fell ill on 18-10-73 while on duty and was taken to Hospital where he remained from 18-10-73 to 24-10-73 and for the period from 5-11-73 to 26-11-73, he was on medical leave and that is why the arrears accumulated and he claimed that his reversion was illegal on account of motivations of Mr. Mall and he was victimised on account of Mr. Mall having enmity relations with the workman and having good relations with the Manager Mr. R.S. Nikar. Mr. Nikar had told that he and Mr. C.P. Garg were incompetent and inefficient. But no opportunity was given to him to explain his position and no inquiry was ever conducted. It is asserted that the reversion cast a stigma on him and in view of the facts and circumstances of the case a domestic inquiry was necessary before passing the order of his reversion. He claimed continuity in service as Section-holder and the quashing of the order of reversion.

7. The Management's case in respect of both the workmen is that they were on probation and they were reverted during probation period and Mr. C.P. Garg was never confirmed and that the reversion was by way of simpliciter order of reversion under CCS (CCA) Rules, 1965 and there were no mala fidas, and the action was taken in public interest, but no formal inquiry was held.

8. Certain preliminary objections were raised to the effect about the Government of India Press being not an industry and the dispute not having been espoused properly.

8. Evidence of the parties has been recorded and I have heard the representative of the parties. I have also perused the brief notes and arguments filed by the workmen.

9. Both the workmen accept in their evidence that they are governed by CCS (CCA) Rules, 1965.

10. The law in relation to the reversion of a probationer has been rather confusing and Hon'ble Mr. Justice Algiriswami in "S.P. Vasudevan Vs. State of Haryana" A.I.R. 1975 (SC) 2292 at page 2294 observed that "the whole position in law regarding reversion or termination is rather confusing." But the position has been clarified and settled by the Supreme Court of India in "Union of India Vs. P. S. Bhatt" : AIR 1981 (SC) 957. In that case, the Court examined the rulings in "P. L. Dinga Vs. Union of India" : AIR 1958 (SC) 36; Sukhbans Singh Vs. State of Punjab : AIR 1962 (SC) 1711; K. H. Phadnis Vs. State of Maharashtra : AIR 1974 (SC) 998; Shamsheer Singh Vs. State of Punjab : AIR 1974 (SC) 2192; (1975) 1 SCR 814 and O.N. & G. Commission Vs. Mohd. S. Iskander Ali, AIR 1980 (SC) 1242; (1980) 3 SCR 603, and ruled as follows :—

"The law in relation to termination of service of an employee on probation is well-settled. If any order terminating the service of a probationer be an order of termination simpliciter without attaching any stigma to the employee and if the order is not an

order by way of punishment, there will be no question of the provisions of Article 311(2) of the constitution being attracted. Where the respondent was appointed as an Announcer in the All-India Radio and was thereafter selected for appointment to the post of producer on probation, and he was reverted to the post of Announcer while on probation, held that the order was an termination of the employment on probation simpliciter and reversion to the old post without attaching any kind of stigma. Even if the conduct of the respondent in indulging in those talk's and filthy and abusive language might be considered to be the motive or the inducing factor which influenced the authorities to pass the impugned order, that order could not be said to be by way of punishment."

11. In view of this position of law that a probationer can be reverted during the period of probation by an order simpliciter, the workmen do not seem to have a case for relief before this Tribunal. Mr. C. P. Garg claims that on completion of two years' probation period on 19-5-73, he became confirmed. This claim is unfounded because the confirmation could only be by an order in that respect which was never issued. The power to extend probation period exists with the Government unless the rules relating to service bar extension of probation and there are no such rules or orders barring extension of probation period in the case of these workmen. The Supreme Court in "State of Uttar Pradesh Vs. Akbar Ali Kahn". (1967) 111 J 708 observed that whereafter the period of probation an appointee is allowed to continue in the post without an order of confirmation, the only possible view to take in that by implication the period of probation has been extended.

12. It has been pleaded that the Government's orders in Office Memorandum No. F. 44/1/59-Note 'A' dated 15-4-59 issued by the Ministry of Home Affairs require the issue of order of extension of probation period within 6 to 8 weeks and in this particular case, it was done after more than 4 months. The directions are not mandatory, but of a directory type and four months taken in issuing the order of extension of probation is not fatal to the order of probation and the extension of probation is not for more than 6 months and in the Office Memorandum referred to earlier, the extension upto one year is considered proper in individual cases and the maximum probation prescribed is double the normal period which in this case would have been four years.

13. A perusal of the record shows that Mr. C.P. Garg was issued a Memorandum on 8-10-73 being Memorandum No. A-20012/230/70-Estt/2611-E by the Manager to explain why Job Nos. 6, 7 and 8 RS & P/73 urgently required by the Department and scheduled to be printed by 15-9-73 were not got printed in time and why he left the work incomplete on 15-9-73 and proceeded on leave w.e.f. 17-9-73. Mr. Garg submitted his explanation in this respect claiming that the other jobs had prevented him from doing the above jobs and on the asking of Mr. Mall, he had given preference to the other jobs and he went on leave because of his brother being ill. Another memorandum was issued to him by way of inspection note dated of 17-10-73 of the Manager, Printing Press, on the inspection of his work and that note was got noted from Mr. Garg on 18-10-73. The said note mentions the position of his work on 17-10-73 and the work being in arrears and his not being able to manage the work properly and expeditiously as required. Mr. Garg submitted his explanation, but the Manager did not agree with the explanation submitted by him.

14. Worse is the case of Mr. Harbans Singh. He was not in good health and he had taken leave also and arrears accumulated and he was not able to deal with the work entrusted to him and the inspection note dated 16-10-73. Ext. M. 2 mentions as under :—

"I have been receiving several complaints from compositors where the Section holders did not care to feed them with enough work to enable them to give their full output. With a view to finding out the exact position prevailing in the Sections, I carried out surprise inspection of Section IV (Case

Room) of which Shri Harbans Singh is the Section-holder. He took charge of this section on 3-10-73 and Delhi Gazette, is being done here. While checking I found that the Compositors engaged in the Section earlier had made a list of 31 job. It also indicated the position of each of these jobs on date. The list had been prepared in a loose sheet and the Section holder did not care to enter them in any register. The position of these jobs prevailing today were examined individually ;

that the Compositors engaged in the Section earlier had made a list of 31 job. It also indicated the position of each of these jobs on date. The list had been prepared in a loose sheet and the Section holder did not care to enter them in any register. The position of these jobs prevailing today were examined individually : 256 and 258 D.C. : Ready for printing since 8-10-73 but not sent to Machine so far.

259 DG	: Received on 13-9-73 Just sent for revise.
260 DG	: Received on 30-9-73, being sent to M/C.
262 to 265 DG	: Received between 13th & 20th September ready for being sent to Machine.
269 DG	: Received on 28-9-73; lying in disarranged condition.
271 DG	: Received on 20-9-73; incomplete
272 DG	: Received on 21-9-73; being sent to M/C.
273 DG	: Received on 22-9-73; position not known.
15 DG	
275 DG	: Received on 27-9-73; first reading;
276 DG	: Received on 27-9-73; position not known.
277 DG	: Received on 27-9-73; first reading correction.
280 DG	: Received on 27-9-73; sent to Key Board on 4th, not yet set up.
282 DG	: Received on 27-9-73; 1st reading correction.
283 DG	: Received on 28-9-73; 1st reading correction.
284 DG	: Received on 29-9-73; first reading correction.
285 DG	: Received on 1-10-75; sent to reading after one week.
286 DG	
287 DG	: Received on 3-10-73; sent to reading Br.
290 DG	: Received on 3-10-73; set up on 8-10-73; not traceable.
293 DG	
17 DA	: Received on 4-10-73; partly under set up and partly under correction.
288, 289, 292 to 296 DG	: Received between 4th and 11th Oct. '73 onwards; neither entered in the Register nor sent for set up.
297 to 300 & 302, 303, 305 and 306 DG	: Not entered nor sent for set up.

After 3-10-73, there is no entry in the register meant for Extraordinary Gazette. It is not known whether there was any issue of extraordinary gazette after this date. If there were not, why no entry had been made. On perusal of the circumstances stated above it is obvious that the Section-holder was not discharging his responsibilities in the desired manner.

Even though there was enough work in his section, he has been complaining that Compositors had no work to be given and some more work had to be arranged from different sections so that the Compositors were kept busy. Shri Harbans Singh is directed to make all registers upto date, trace out all the missing jobs and arrange to get the jobs executed in accordance with the order of receipt excepting Extraordinary Gazette.

Will A.M. (T)/Overseer (case room) examine all the registers by next Monday and report the position. The Section-holder may be informed of this.

Sd/-R. S. Nilkar
Manager
16-10-73

A.M. (T) MW
O/S (Case)

Get the orders of Manager noted by the Section Holder concerned and put up with remark please.

Sd/-A.M. (T)
17-10-73

O.S. (C.R.)
S.H. Sec. IV

Please get it noted and give the remark

Sd/- Overseer
17-10-73

It was given to Shri Harbans Singh, Section Holder to note on 17-10-73 On 18-10-73 at 9.30 A.M. He was was feeling pain in his chest and sent to Hospital. after that he did not turn up on duty. This note out noted and returned to me by Shri Roshan Lal, Comp. Gr. I who is looking after the work in Sec. IV.

Now all the entries have been done by Shri Roshan Lal, Comp. Gr. I upto date please.

Sd/-Overseer
23-10-73.

15. Mr. Harbans Singh submitted his explanation, but the Manager was not impressed and he was reverted.

16. The Manager, Mr. Nilkar does not appear to be harsh or vindictive. He is merely firm in demanding efficiency on the days the workmen were on duty. The Assistant Manager, Mr. T. Ram Dass, M.W. 2, who was there at the relevant time Asstt Manager has been examined and has given evidence against the workmen. He is an independent witness. The cross-examination of Mr. R.S. Nilkar, Manager also does not show that Mr. Nilkar was inimical to the workmen. Mr. Harbans Singh may have been ill for a period and another officer may have forgiven him, but Mr. Nilkar cannot be said to be malicious or vindictive.

17. The workmen have referred to Government of India's Office Memorandum No. 1/16/68 Ests(D) dated 30th August 1969 referring to Forty-seventh Report of the Estimates Committee, issued by the Ministry of Home Affairs and asserted that it is one of the functions of the Department Promotion Committee to assess the work and conduct of probationers for the purpose of determining their suitability for retention in service or their discharge from it or for curtailing or extending the prescribed period of their probation, but in this case, the Departmental Promotion Committee was never consulted or asked to deal with the case of these workmen. It appears that the DPC has to deal with the cases of such probationers who are appointed in consultation with the DPC, but these workmen were not promoted by or on the recommendation of the DPC. These workmen were promoted by the Manager, Government of India Press himself. They could have been reverted to their substantive posts by the same Manager. He is not a lower authority than the authority which promoted them and non consultation with DPC, even if necessary, does not make the order either of their promotion or of their reversion as illegal or untenable.

18. It is held that the reversion of Mr. C.P. Garg and of Mr. Harbans Singh by orders simpliciter to substantive posts is an act which cannot be interfered with and the maliciousness and mala fides attributed to the Management are not clear and are not proved.

19. In the light of the observations made above the workmen are not entitled to any relief and action taken against these probationers by the Management is justified and does not amount to reduction in rank and none of them had a right to hold the post of Section-Holder, and no order of confirmation in that post had even been made in the case of either party.

20. The award is made in the terms aforesaid.

Further ordered that the requisite number of copies of this award be forwarded to the Central Government for necessary action at their end.

September 30, 1983.

O.P. SINGLA, Presiding Officer.

[No. L-16012(1)/75-D.II.B]

New Delhi, the 21 st October, 1983

S.O.4092.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes award of the Central Government Industrial Tribunal, Chandigarh, in the industrial dispute between the employers in relation to the management of Cantonment Executive Officer, Bakloh Cantt. and their workmen, which was received by the Central Government on the 11th October, 1983.

BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, CHANDIGARH

Reference No. I.D. 5 of 1983

PARTIES :

Employers in relation to the management of Cantonment
Board Bakloh (Himachal Pradesh)

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri C. L. Sharma.

For the Workmen—Shri J. D. Bakshi.

STATE : Himachal Pradesh INDUSTRY : Cantonment
Board-Bakloh

AWARD

Dated the 7th October, 1983

The Central Government, Ministry of Labour, in exercise of the powers conferred by them under Section 10(1)(d) of the Industrial Disputes Act 1947 vide their Order No. L-13011/2/81-D.II(B) dated the 25th August, 1982 read with S.O. No. S-11025(2)/83 dated 8th June, 1983, referred the following industrial dispute to this Tribunal for adjudication :—

Whether the action of the management of Cantonment Executive Officer, Bakloh Cantt. in not granting conveyance allowance to its Class IV employees w.e.f. 1-4-1978 from which date the Himachal Pradesh Government has granted the allowance in terms of their O.M. No. 6-8-74-Fin. (Reg.) dated the 13-5-78 is justified and reasonable : If not, to what relief the workmen are entitled ?

2. To trace a short history of the matter, the Workmen—Employees of the Cantonment Board raised a claim for the grant of fixed Conveyance Allowance and Rs. 5 per month w.e.f. 1-4-1978 for all the Class IV employees with the averment that according to the Memorandum of Settlement dated 13-5-1969 they were entitled to the Pay and Allowances admissible to their counterparts serving the State of Himachal Pradesh and that the latter was paying the aforesaid Conveyance Allowance to its Class IV employees w.e.f. 1-4-78 per their letter No. 6-8-74-Fin. (Reg.) dated 3-5-1978.

3. Management of the Cantonment Board resisted the claim of the Workmen on the ground that the issue of granting any Conveyance Allowance to them was beyond the scope of the Memorandum of Settlement since it was categorically excluded from the relevant clause No. 14 of the said Agreement. It was contended that the conveyance allowance could be paid only in some specified events covered by Rule 25 of the Supplementary Rules.

4. Respective contentions of the parties led to an Industrial Dispute which could not be resolved inspite of the conciliation proceedings and hence the instant Reference.

5. A similar reference, registered at No. 4 of 1983 with this Tribunal, was also made in regard to the Employees and Management of the Cantonment Board Dalhousie (H.P.). Both the parties were represented by the same set of persons and therefore, at their request both the Reference were taken up together for a simultaneous adjudication lest there should be conflicting findings on the same question of facts and law.

6. The parties felt contended on filing certain documents whose authenticity was conceded. To be precise, these documents mainly consist of the Memorandum of Settlement dated 13-5-1969 marked Ex. T-1 and the letter dated 3-5-78 marked Ex. T-2 pertaining to the grant of Conveyance Allowance to its Class IV Employees by the State of Himachal Pradesh. Rest of the documents are extracts from the Memorandum of Settlement, Supplementary Rules 25, and the letter issued by the management of the Cantonment Boards declining the Workmen's representation for the grant of Conveyance Allowance.

7. On a careful scrutiny of the entire material on records and on hearing the parties, I am inclined to sustain the claim of the Workmen because para 4 of the Preamble of the M.O. Settlement Ex. T-1 read along with its clauses No. 7-9 and 18 would have no manner of doubt there was an earnest effort and endeavour for adopting the Pay Scales, inclusive of the Allowances, of the respective state Govts wherever the Cantonment Boards were located. That the agreement was meant to be followed in letter and spirit should further be evident from its clauses Nos. 15 and 16.

8. In Clauses No. 7 and 9 it was stipulated that whenever there was revision of Pay Scales by any State Government after 1-9-1967 the revised pay scale formula for fixation of pay in the Revised Scales, specified by the State Government, shall mutatis mutandis apply to the employees of the Cantonment Boards situated in that State from the same very date as applicable to the State Government employees.

9. Clause 15 laid down the guiding principle for merging certain categories of Allowances like special pay or adhoc/interim/ad-interim increases in pay to keep the Board employees at par with the State Government employees. Clause No. 16 covered all the eventualities whenever a new category of posts was created after 1-9-1967 or any inadvertent omission was detected. In both these cases the G.O.C.-in-Chief of the Command was obliged to fix the pay on the basis of a equation and parity with the corresponding category of Employees of the State Government.

10. To crown it all, the residuary clause 18 made it mandatory for the Cantt. Boards to follow the general revision of Pay scales for their employees as and when any such exercise was undertaken by the concerned State Government for the benefit for its own employees.

11. The cumulative effect of the aforesaid clauses of Memorandum of Settlement would, thus, be that the employees of the Cantonment Board were entitled for the grant of Conveyance Allowance on the pattern of their counter-parts serving the State Government of Himachal Pradesh. And it hardly requires any repetition that the State Government has allowed such allowance to its Class IV Employees w.e.f. 1-4-1978 per letter Ex. T-2.

12. On behalf of the Board-management stress was laid on clause 14 of the Memorandum of Settlement in support of their objection to the grant of Conveyance Allowance. It was submitted that since there was a self contained clause, elaborating various types of Allowances, therefore, no other allowance could be granted to the Board employees beyond its ambit, and it goes without saying that it does not contain Conveyance Allowance as one of the admissible grants. It was thus contended that the Board Employees could not claim the Conveyance Allowance beyond the purview of S.R. 25 which restricts such concession to some specified categories and under certain given circumstances.

13. In spite of seeming attraction, the submission failed to carry conviction with me. The pertinent point is that isolated acceptance of any particular clause of a material document has never been approved to be a prudent manner of its construction and appreciation, rather it requires to be interpreted and appraised in its entirety.

14. Moreover the absence of a specific reference to the Conveyance Allowance in Clause 14 has also to be viewed 930GI/83—9

against the back drop that when the Memorandum of Settlement was executed in year 1969, the question of granting any such Allowance to the State Government employees was not even conceived. A back reference to the relevant letter Ex. T-2 would show that for the first time it was considered about a decade later and decided in favour of the Employees. So obviously it could not be mentioned in the Memorandum of Settlement.

15. It is besides the point that this Memorandum does not contain any such nugatory clause which could rule out the grant of a new allowance to the petitioner/Workmen in spite of its sanction to the State Government Employees.

16. Since no other point was raised before me, 'therefore, to conclude with my aforesaid discussion I answer the Reference against the Cantonment Board and pass my Award, accordingly, in favour of the Workmen with the finding that the former have no justification in withholding the Conveyance Allowance granted by the State of Himachal Pradesh to its Class IV employees w.e.f. 1-4-1978.

Dated : 7-10-1983.

I. P. VASISHTH, Presiding Officer
[No. L-13011(2)/81-D.II(B)]

S.O. 4093.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Chandigarh, in the industrial dispute between the employers in relation to the management of Cantonment Executive Officer, Dalhousie Cantt. and their workmen, which was received by the Central Government on the 11th October, 1983.

BEFORE SHRI I. P. VASISHTH PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Reference No. I.D. 4 of 1983

PARTIES :

Employers in relation to the management of Cantonment Board Dalhousie,

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri C. L. Sharma.
For the Workmen—Shri J. D. Bakshi

STATE : Himachal Pradesh INDUSTRY : Cantonment Board-Dalhousie.

AWARD

Dated, the 7th October, 1983

The Central Government, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act, 1947, vide their Order No. L-13011(1)/81-D.II(B) dated the 27th November 1981 read with S.O. No. S-11025(2)/83 dated 8th June 1983 referred the following industrial dispute to this Tribunal for adjudication :—

Whether the action of the management of Cantonment Executive Officer, Dalhousie, in not granting Conveyance Allowance to its Class IV employees w.e.f. 1-4-1978 from which date the Himachal Pradesh Government has granted the allowance in terms of their O.M. No. 6-8/74-Fin. (Reg.) dated 3-5-1978 is justified and reasonable? If not, to what relief the workmen are entitled?

2. To trace a short history of the matter, the Workmen-Employees of the Cantonment Board raised a claim for the grant of fixed Conveyance Allowance @ Rs. 5 per month w.e.f. 1-4-1978 for all the Class IV employees with the averment that according to the Memorandum of Settlement dated 13-5-1969 they were entitled to the Pay and Allowances admissible to their counterparts serving the State of Himachal Pradesh and that the latter was paying the aforesaid Conveyance Allowance to its Class employees w.e.f. 1-4-78 per their letter No. 6-8-1974-Fin. (Reg.) dated 3-5-1978.

3. Management of the Cantonment Board resisted the claim of the Workmen on the ground that the issue of granting any Conveyance allowance to them was beyond the scope of the Memorandum of Settlement since it was categorically excluded from the relevant clause No. 14 of the said Agreement. It was contended that the conveyance allowance could be paid only in some specified events covered by Rule 25 of the Supplementary Rules.

4. Respective contentions of the parties led to an Industrial Dispute which could not be resolved in spite of the conciliation proceedings and hence the instant Reference.

5. A similar reference, registered at No. 5 of 1983 with this Tribunal, was also made in regard to the Employees and Management of the Cantonment Board Bakloh (H.P.). Both the parties were represented by the same set of persons and therefore, at their request both the References were taken up together for a simultaneous adjudication lest there should be conflicting findings on the same question of facts and law.

6. The parties felt contended on filing certain documents whose authenticity was conceded. To be precise these documents mainly consist of the Memorandum of Settlement dated 13-5-1969 marked Ex. T-1 and the letter dated 3-5-78 marked Ex. T-2 pertaining to the grant of Conveyance Allowance to its Class IV Employees by the State of Himachal Pradesh. Rest of the documents are extracts from the Memorandum of Settlement, Supplementary Rules 25, and the letters issued by the management of the Cantonment Boards declining the Workmen's representation for the grant of Conveyance Allowance.

7. On a careful scrutiny of the entire material on records and on hearing the parties, I am inclined to sustain the claim of the Workmen because para 4 of the Preamble of the M.O. Settlement Ex. T-1 read alongwith its clauses No. 7.9 and 18 would have no manner of doubt there was an earnest effort and endeavour for adopting the Pay Scales, inclusive of the Allowances of the respective State Governments wherever the Cantonment Boards were located. That this agreement was meant to be followed in letter and spirit should further be evident from its clauses Nos. 15 and 16.

8. In clauses No. 7 and 9 it was stipulated that whenever there was revision of Pay Scales by any State Government after 1-9-1967 the revised pay scales formula for fixation of pay in the Revised Scales, specified by the State Government shall mutatis mutandis apply to the employees of the Cantonment Boards situated in that State from the same very date as applicable to the State Government employees.

9. Clause 15 laid down the guiding principle for merging certain categories of Allowances like special pay or adhoc/interim/ad-interim increase in pay to keep the Board employees at par with the State Government employees. Clause No. 16 covered all the eventualities whenever a new category of posts was created after 1-9-1967 or any inadvertent omission was detected. In both these cases the G.O.C.-in-Chief of the Command was obliged to fix the pay on the basis of equation and parity with the corresponding category of Employees of the State Government.

10. To crown it all, the residuary clause 18 made it mandatory for the Cantt. Boards to follow the general revision of Pay scales for their employees as and when any such exercise was undertaken by the concerned State Government for the benefit for its own employees.

11. The cumulative effect of the aforesaid clauses of Memorandum of Settlement would, thus be that the employees of the Cantonment Board were entitled for the grant of Conveyance Allowance on the pattern of their counter-parts serving the State Government of Himachal Pradesh. And it hardly requires any repetition that the State Government has allowed such allowance to its Class IV Employees w.e.f. 1-4-1978 per letter Ex. T-2.

12. On behalf of the Board-management stress was laid on clause 14 of the Memorandum of Settlement in support of their objection to the grant of Conveyance Allowance. It was submitted that since there was a self contained clause, elaborating various types of Allowances, therefore, no other allowance could be granted to the Board employees beyond

its ambit, and it goes without saying that it does not contain Conveyance Allowance as one of the admissible grants. It was thus contended that the Board Employees could not claim the Conveyance allowance beyond the purview of S.R. 25 which restricts such concession to some specified categories and under certain given circumstances.

13. In spite of seeming attraction, the submission failed to carry conviction with me. The pertinent point is that isolated acceptance of any particular clause of a material document has never been approved to be a prudent manner of its construction and appreciation, rather it requires to be interpreted and appraised in its entirety.

14. Moreover the absence of a specific reference to the Conveyance Allowance in Clause 14 has also be viewed against the back drop that when the Memorandum of Settlement was executed in year 1969, the question of granting any such Allowance to the State Government employees was not even conceived. A back reference to the relevant letter Ex. T-2 would show that for the first time it was considered about a decade later and decided in favour of the Employees. So obviously it could not be mentioned in the Memorandum of Settlement.

15. It is besides the point that this Memorandum does not contain any such nugatory clause which could rule out the grant of a new allowance to the petitioner/Workmen in spite of its sanction to the State Government Employees.

16. Since no other point was raised before me, therefore, to conclude with my aforesaid discussion I answer the Reference against the Cantonment Board and pass my Award, accordingly, in favour of the Workmen with the finding that the former have no justification in withholding the Conveyance Allowance granted by the State of Himachal Pradesh to its Class IV employees w.e.f. 1-4-1978.

Dated : 7-10-1983.

J. P. VASISHTH, Presiding Officer

[No. L-13011(1)/81-D.II(B)]

HARI SINGH, Desk Officer

New Delhi, the 20th October, 1983

S.O. 4094.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Patmohana Colliery of Eastern Coalfields Ltd., Post Office Sitarampur, District Burdwan, and their workmen, which was received by the Central Government on the 12th October, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 47/81

PARTIES :

Employers in relation to the management of Patmohana Colliery of Eastern Coalfields Ltd., P.O. Sitarampur, Dist. Burdwan.

AND

Their workman.

APPEARANCES :

For the Employers—Shri B. N. Lala, Advocate.

For the Workman—Shri J. D. Lal, Advocate.

INDUSTRY : Coal

STATE : West Bengal

Dated, the 3rd October, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(8)/81-D.IV(B) dated 25th September, 1981.

SCHEDULE.

"Whether the management of the workshop of Patmohana Colliery of M/s. Eastern Coalfields Ltd., P.O. Sitarampur, Dist. Burdwan, was justified in not placing Shri Jadunandan Mistry, Carpenter, in Category V with effect from 23-8-1974? If not, to what relief the concerned workman is entitled and from what date?"

2. The case of the workman is that he has been working in Coal Mining Industry since 1948 and was posted at Bhaladih Sandline of the erstwhile management Equitable Coal Co. Ltd. He acquired proficiency in general carpentry work but was not properly placed in proper category as per Coal Wage Board recommendation. After nationalisation however, he was placed in Category IV but that is not his proper category. It is submitted that at present he is employed at Patmohana Colliery Workshop and has been performing all kinds of jobs of a carpenter as per Coal Wage Board and Category V is meant for a carpenter who is engaged in general carpentry work for which he has got long experience. It is submitted that he should have been placed in Category V much earlier but he is claiming the same on and from 23-8-1974 the date on which he was transferred from Bhaladih Sandline to Patmohana Colliery. His demand is that he should be placed in Category V with effect from 23-8-74 and paid all the benefits therein.

3. The defence of the management is that the sponsoring union has no locus-standi to raise any dispute nor it has got any membership from the workmen of Patmohana Colliery. It is also stated that from the terms of Reference it appears that the Reference was made as against the management of workshop of Patmohana colliery while as per the opinion of the Government the dispute exist between the management of Patmohana Colliery and their workmen and therefore the Reference is bad in law. On facts of the case it is stated that prior to nationalisation the concerned workman was working in Bhaladih Sandline as carpenter mazdoor in Category I. But in or about July '74 a Departmental Promotion Committee considered his eligibility and promoted him as carpenter in Category IV with effect from 1-7-74. Soon thereafter he was transferred to Patmohana Colliery another establishment of Eastern Coalfields as a carpenter in the same category as there was a vacancy for the same. It is submitted that the workman is required to do various types of elementary carpentry work that are required to be done in a colliery and he has been correctly placed in Category IV meant for skilled junior workmen of his type and that there is also another carpenter doing similar work and he is also in the same category. It is further stated there is no post of Category V carpenter in this or in any other colliery and so the question of putting him in Category V does not arise at all.

4. On the above grounds it is prayed that the Reference be decided in favour of the management.

5. The point for consideration is as to whether the management is justified in not placing the concerned workman in Category V with effect from 23-8-74. If not, to what relief he is entitled.

6. It has been contended by the management that the preamble to the Reference shows that an industrial dispute exists between the employers to the management of Patmohana colliery of Eastern Coalfields Ltd., and their workmen but in the schedule the Reference is as to whether the management of the workshop of Patmohana Colliery of M/s. Eastern Coalfields Ltd., was justified in not placing the concerned workman in Category V with effect from 23-8-74. It is submitted that the Government has specifically made the Reference as against the management of workshop of Patmohana colliery and in their opinion as the preamble shows the dispute exists between the management of Patmohana colliery and their workman and therefore the material on which the Government based its opinion is not sound.

7. This contention of the management, however, has got no sound basis. It is admitted by both sides that in most of the collieries a small workshop is attached with the mine for doing some ordinary types of work required for day to day working of the colliery. The Patmohana colliery has

got a small workshop attached with it and the said workshop is under the control of the manager of the colliery. Thus in essence the dispute exists between the employers in relation to Patmohana Colliery of which the workman is a part and the concerned workman is admittedly employed in the workshop under the same management. The workman in his evidence has also admitted that he is working in Patmohana colliery and this fact is also proved from different slips filed by the union marked Ext. W-6 series as also wage sheet Ext. W-11 statement showing the designation, category etc. of the workmen working in Patmohana colliery. Thus on the evidence on record it cannot be said that the Reference is bad on above score.

8. Then let us come to the facts of the case. Admittedly the concerned workman was working in Bhaladih Sandline prior to take over. He was there as Carpenter Mazdoor in Category I. After take over it appears that the management under the Exts. W-1 and W-2 issued instruction for implementation of Coal Wage Board recommendation regarding categorisation etc. The management by their letter Ext. M-1 directed the Manager of Bhaladih Sandline to make payment as Coal Wage Board along with it a statement giving the names of the workmen there was also mentioned. Sl. No. 43 of that statement would show that the concerned workman Jadu Nanandan was working there as carpenter mazdoor in Category I. Ext. M-2 is a letter dated 18-10-73 issued to the Group Personnel Officer by the Manager, Bhaladih Sandline, informing that the concerned workman Jadunandan Mistry was working as carpenter mazdoor from 1948 in that establishment and had also gained experience in carpentry work. There is another letter dated 22-10-73 from the Sub-Area Manager to the Area General Manager stating the same fact which is marked Ext. M-3. By letter Ext. M-4 dated 31-10-73 the category of the concerned workman was fixed and he was categorised as carpenter mazdoor in category I.

9. It appears that thereafter a Departmental Promotion Committee (D.P.C.) was constituted who considered promotion of certain candidates and accordingly the D.P.C. recommended as approved by Ext. M-5 that Jadunandan Mistry should be put as carpenter in Category IV. This is evident from the recommendation of the D.P.C. Ext. M-6 also. Thus on the recommendation of the D.P.C. the concerned workman was given category IV. Thereafter as a carpenter was required at Patmohana colliery the concerned workman by letter Ext. M-7 dated 30-7-74 was transferred to Patmohana colliery to work as carpenter as the authority under Ext. M-8 informed that no fresh recruitment for a carpenter can be sanctioned at present. Since then the concerned workman is working as a carpenter in Category IV at Patmohana colliery. The workman remained satisfied with his categorisation which was made as early as 1974 and he made no grudge in the matter. In the year 1978 by representation Ext. W-4 dated 16-5-78 the workman claimed category VI saying that he was a Pattern Maker Carpenter but thereafter no further step was taken by him. Moreover, he was never a Pattern Maker Carpenter but was all along carpenter mazdoor and was later on promoted to Category IV as carpenter.

10. For the first time the union by Ext. W-7 dated 14-7-80 represented the case of the workman stating that he should be put in Category V and by Ext. W-8 the dispute was raised before the A.L.C. As already stated the wage sheet Ext. W-11 would also show that the concerned workman is a workman in Patmohana colliery.

11. The Mazumdar Award as also before Wage Board recommendation would show that a carpenter in a colliery has been put in Category IV vide Appendix V, Vol. II, page 48 of the Coal Wage Board recommendation and it shows that the workman who does elementary carpentry work such as making sprags, roller frames, pick handles etc. is to be categorised in Category IV. It will further show that carpenters are in Category V but it relates to those who is engaged in general carpentry work. Naturally there should be a promotion from category V to category IV on the recommendation of the Departmental Promotion Committee. The concerned workman was given category IV immediately after nationalisation and he is working in that category. He is claiming Category V from the very date of his promotion in category IV which cannot be given in ordinary course. Further it is in evidence of MW-1 Deputy Personnel Manager as also MW-2 & MW-3 that the concerned workman was

doing only tough work in Paimonna colliery. The slips Ext. W-9 series used by the workman show that the workman was doing ordinary type of work.

12. Moreover there is definite evidence of the management which is not rebutted to the effect that there is no post of Category V carpenter in Paimonna Colliery Workshop. There is one more carpenter who is also in Category IV. It is well settled that the Tribunal cannot direct the management to create a post and to give promotion to the workman. If there is no post of Category V carpenter in Paimonna colliery there was no question of giving Category V to the concerned workman from the date of his transfer to Paimonna colliery. He was after all a category I carpenter mazdoor and was already promoted to category IV.

13. Considering the evidence on record it is held that the concerned workman was rightly placed in category IV and there was no question of putting him in Category V from the date of his promotion, further it will also appear that though the promotion was made in 1974 but the workman made no grievance and for the first time this grievance was made in 1980 by raising a dispute which clearly shows that it is a stale claim for which there is no sufficient evidence to justify the said category.

14. The management also taken the plea that the sponsoring union has got no locus-standi to raise the present dispute and MW-1 has stated that this union has got no membership in the area. This issue, however, is not material in view of the fact that on merits the concerned workman has got no case. Further the workman has examined VW-2 to say that he is a member of the sponsoring union who has got several members in this colliery vide membership register Ext. W-18. Exts. W-9, W-10, W-11 and other letter exhibited in the case would show that the management is making regular correspondence with this union regarding holding of meetings, functioning of the colliery etc. which clearly prove that this union is functioning there and if it would not have been functioning then the management would have never entered into correspondence with this union. This fact clearly indicates that the union is functioning in the area and it has got locus-standi to raise the present dispute.

15. Considering the evidence on record and facts and circumstances of the case, I hold that the management was justified in not placing the concerned workman in Category V with effect from 23-8-1974. In the circumstances the concerned workman is not entitled to any relief.

16. The award is given accordingly.

J. N. SINGH, Presiding Officer

[No. L-19012/8/81-D.IV.B]

A. K. SAHAMANDAL, Desk Officer.

नई दिल्ली, 24 अक्तूबर, 1983

का० आ० 4095:—केन्द्रीय सरकार, समान पारिश्रमिक अधिनियम, 1976 (1976 का 25) की धारा 13 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, समान पारिश्रमिक नियम, 1976 का निम्नलिखित संशोधन करती है, अर्थात्:—

1. (1) इन नियमों का संक्षिप्त नाम समान पारिश्रमिक (संशोधन) नियम, 1983 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. समान पारिश्रमिक नियम, 1976 के नियम 6 के स्थान पर निम्नलिखित नियम रखा जाएगा, अर्थात्:—

“6. नियोजक द्वारा रजिस्ट्रों का रखा जाना—प्रत्येक नियोजक अपने पास नियोजित कर्मकारों का एक अद्यतन रजिस्टर, प्रारूप ‘घ’ में ऐसे स्थान पर रखेगा जहाँ कर्मकार नियोजित हैं।”

टिप्पण : मूल नियम, भारत के राजपत्र, असाधारण, भाग, 2 खंड 3, उपखंड (i), तारीख 11 मार्च, 1976 में अधिसूचना सं० सा०का०नि० 119(अ), तारीख 11 मार्च, 1976 द्वारा प्रकाशित किए गए थे।

[फा० सं० एस० 42025(1)/82-महिला सेल]

अशोक गुप्त, निदेशक

New Delhi, the 24th October, 1983

S.O. 4095.—In exercise of the powers conferred by section 13 of the Equal Remuneration Act 1976 ((25 of 1976), the Central Government hereby makes the following amendment in the Equal Remuneration Rules, 1976, namely:—

1. (1) These Rules may be called the Equal Remuneration (Amendment) Rules, 1983.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. For Rule 6 of the Equal Remuneration Rules, 1976, the following rule shall be substituted, namely:—

“6. Registers to be maintained by the Employer :— Every employer shall maintain up-to-date a register in relation to the workers employed by him, in Form ‘D’, at the place where the workers are employed”.

NOTE.—Principal Rules were published, vide Notification No. G.S.R. 119(E) dated the 11th March, 1976 in the Gazette of India Extra Ordinary Part II Section 3-Sub-Section (i), dated the 11th March, 1976.

[F. No. S-42025(1)/82-Women's Cell]

ASHOK GUPTA, Director

New Delhi, the 21st October, 1983

S.O. 4096.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Sukri Colliery of Western Coalfields Limited, Post Office Junnardeo, District Chhindwara (M.P.), and their workmen, which was received by the Central Government on the 17th October, 1983.

BEFORE JUSTICE SHRI K. K. DUBE, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(32)/1981

PARTIES:

Employers in relation to the management of Sukri Colliery of Western Coalfields Limited, P.O. Junnardeo, District Chhindwara (M.P.),

AND

Their workmen represented through the Koyla Khadan Mazdoor Panchayat (HMS) P.O. Junnardeo, District Chhindwara (M.P.).

APPEARANCES:

For Workmen—Shri G. N. Shah.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal DISTRICT : Chhindwara (M.P.)

AWARD

Dated, October 7th, 1983

The Central Government in exercise of their powers under Section 10 of the Industrial Disputes Act, 1947, vide their Notification No. L. 22011(4)/81-D.IV(B) dated 12th August, 1981 referred a dispute between the workmen and the management of Sukri Colliery of Western Coalfields Limited,

P O Junnardeo, District Chhindwara The dispute referred to is in the following terms —

"Whether the action of the management of Sukri Colliery of Western Coalfields Limited, P O Junnardeo, District Chhindwara (M P).

- (i) in deducting a sum of Rs 254 35 from the salary of Shri Mohan Lal, Mechanical Fitter of Dumper Workshop for the month of December, 1980,
- (ii) in transferring Shri Mohan Lal Mechanical Fitter from Sukri Colliery of Western Coalfields Limited to Regional Workshop, Dungaria Vide their letter dated 20th March, 1981, and
- (iii) in not placing the following workmen in category VI keeping in view the nature of duties performed by them is justified? If not, to what relief are the workmen concerned entitled and from which date.

1 Shri Surendra Kumar	T No	263
2. Shri Isak	"	260
3. Shri Sangloo	"	258
4 Shri Babu Lal	"	266
5 Shri Deep Chand	"	267
6 Shri Shyam Preet	"	268

2 Items No (i) and (ii) of the above reference have been settled and a few facts necessary for appreciating the above settlement may be stated —

Shri Shekh Aslam Trammer was charge sheeted for threatening, abusing or assaulting superior which is misconduct under sub-section (s) of section 18(1) of Standing Orders. Since the charges levelled against him were of grave and serious nature and it is considered by the management that his physical presence might endanger the safety of complainant and other workman, management suspended him pending enquiry in accordance with the provisions of Standing Orders. While the enquiry was in the completion stage General Secretary, M P K K Maz Panchayat served a strike notice vide letter No KKMP/ST/SER/81/1 dated 23rd March, 1981 and raised an industrial dispute demanding immediate reinstatement and full back wages for the suspension period to Shri Shekh Aslam. While the formalities of the enquiry was going on, there was no point in raising a dispute over the said issue and union would have awaited for the decisions over the findings, of the enquiry, Union without awaiting for the decisions, raised an industrial dispute and imposed restriction on the right of the employer to take disciplinary action.

Shri Mohan Lal Fitter was entrusted the charges of 15 tools on 9th September, 1977 for the use and safe custody. During the inspection on 3rd January 1981 it was found that 27 tools out of 105 given in the charge are missing. Shri Mohanlal had never reported the management about said loss, earlier to said inspection dated 3-1-1981. Management has taken action by deducting the amount for the loss caused to the employer by the neglect/default of Shri Mohanlal, Shri Mohanlal had been given an opportunity for showing cause against the deduction. Management has observed all the formalities of deduction for losses required under the provisions of Payment of Wages Act, 1936 hence management's action is fully justified.

Area management started a Regional Workshop where all the Mechanical/automobile jobs are being done centrally concerning to units of Kanhan Area. All the surplus personnels of various units of Mechanical and automobiles sections are being transferred from various units of Kanhan Area. Regional Workshop have been installed in a centre place with a view to have smooth and easy approach for the requirement of various units of Kanhan Area. About 125 personnels of various trades of various units joined Regional Workshop on transfer. After starting the Regional Workshop all the vehicles of the Kanhan Area are being maintained at Regional Workshop where as the management required the services of fitters and accordingly the surplus personnels of automobiles sections various units were transferred to Regional workshop. Since the services of Sri Mohanlal was not required at Sukri Colliery whereas there

was requirement of mechanical fitters at Regional workshop. Management transferred his services to Regional workshop as done in the case of other fitters of various units of Kanhan Area. The Regional workshop is hardly at a distance of 6 Km. from the place of residence of Sri Mohanlal and quite approachable by means of communication playing between Sukri to Regional Workshop. Number of other employees who happens to his colleagues are attending the duties at Regional workshop from a distance of 10 to 15 Kms.

Over the strike notice No KKMP/ST/SKR/1 dated 23-3-81, ALC(C) Chhindwara held a conciliation proceedings/joint discussion under Sec 12 I.D. Act 1947 over the dispute on 14-4-81. In conciliation settlement could not be arrived at and conciliation ended in failure.

Asstt Labour Commissioner(C) Chhindwara has submitted failure of conciliation report No ALC/CH-4(38)/81 dated 26th April 81 over the issue relating to Shri Shekh Aslam Trammer and Mohanlal Mechanical Fitter of Sukri Colliery. In the meanwhile General Secretary M.P Koyala Khadan Mazdoor Panchayat, has expressed his desire for mutual negotiation over the above two issues referred by the ALC(C) Chhindwara to the Ministry.

On the request of the General Secretary, M.P Koyala Khadan Mazdoor Panchayat the mutual negotiation between the parties were fixed on 6-7-81, whereas dispute has been settled. The parties have arrived at the following settlement —

- "(1) It is agreed that Shri Shekh Aslam will be demoted as Helper in Cat. II and will be posted at Ghorawari Colliery within 3 days after signing the said settlement.
- (2) This is full and final settlement of the said dispute concerning to Shri Shekh Aslam.
- (3) It is agreed between the parties that Shri Mohan Lal will resume his duties at Regional workshop with immediate effect as per transfer orders, and subsequent release from Sukri Colliery.
- (4) It is agreed between the parties that the amount of Rs 245 35 deducted from salary of Shri Mohan Lal, Mechanical Fitter under the provisions of Payment of Wages Act 1936 will be refunded to Shri Mohan Lal.
- (5) The period of absence from the date of his release and date of his joining to Regional Workshop will be treated as dies-non i.e. NO WORK NO PAY.
- (6) This is full and final settlement of the above dispute.
- (7) It is agreed that the Union will not cite this as example in other cases. These demands have considered as a special case on the request of the Union keeping in view the assurance given by the Union to maintain industrial peace and good industrial relation."

The Award in terms of the above settlement is passed and it is directed that the parties shall abide by the terms Nos 1 to 7 stated above.

3. Then remains the question whether the six workmen viz Sarvshri Surender Kumar, Isak Sangloo, Babu Lal, Deep Chand and Shyam Preet are entitled to be placed in category VI keeping in view the nature of duties performed by them?

4 According to the Management the said six persons are mere truck drivers and they have been rightly placed in category V according to the Central Coal Wage Board of the Coal Mining Industry. The Management further contends that they do not have any Dumpers. The above drivers are driving trucks with capacity of 8 tonnes. Their mechanism in the truck is that the coal is mechanically unloaded and the trucks are more appropriately called 'tip-pers'.

5. The workmen, however, pleaded that the drivers of light vehicles in the colliery are placed in Category VI whereas the said workmen are required to put in 8 hours' work everyday. They have always been referred to as dumper drivers' in the various letters and correspondence between the management and themselves. They are required to load a 'dumper' which they are driving and after driving it to the place where it is to be unloaded adjusted in such a manner that the coal drops at a particular place. Moreover their duties are of greater responsibility and any breakdown in their work severely hits the production. They are mechanics and do light repairing in case of failure and when the dumpers develop faults. They are thus mechanics as well as drivers.

6. The first point that would require consideration is whether the vehicles they are driving are dumpers or tippers? A dumper is a very heavy vehicle. The evidence produced in this case is that the six vehicles that the aforesaid workmen are driving are of Ashok Leyland make and have a Horse Power of 40. A dumper would be of a much greater Horse-power and it is a known fact that the Ashok Leyland concern has not manufactured dumpers upto this day. The mechanical unloading is certainly an additional work which these drivers are required to do. But this does not entail a skilled mechanical work and without more would not entitle them to be placed in Category VI. Merely by driving such vehicles, I do not think they can claim themselves to be placed in category VI. There is no doubt that they have been addressed as Dumper-drivers in the various orders of the company but the company does not own what in reality are dumpers. What we are told is that these heavy Ashok Leyland trucks have a mechanism to unload the coal. These heavy vehicles cannot rightly be called as 'dumpers'. I have not been shown any item in the Wage Board Award where dumper drivers are treated separately. Assuming that the operation of dumper needs a special type of knowledge and skill it would have to be seen whether a dumper driver would be entitled to a better grade than a mere truck driver. This problem can be approached in various ways. First as to whether a dumper driver is a mechanic and a driver. If he is so he would be placed in category VI.

7. The case of the workmen there is that they are mechanics and repair the faults of the vehicles and therefore, they are entitled to be placed in classification of mechanic-cum-driver. They have led some evidence to show that they can repair the faults developed in the Machines in the course of work. To my mind what is important in this case is to determine what work they are enjoined upon to do by the management? Is it in the category of mechanic-cum-driver that they have been appointed or they have been taken on work as mere truck-drivers? The management has led evidence and it is not disputed that the colliery has a separate wing of Mechanics where they have trained Mechanics. Whenever there is a breakdown, the vehicles is sent to the workshop or a trained mechanic attends the vehicle and repairs it. It is not important what these six workmen can do or are capable of doing but what is important is what work the management demands from them and the post on which they are working. If they are working on drivers' posts it is futile to claim the category of a mechanic-cum-driver. In case of the failure of vehicle driven by them, it is open to them to summon the services of the trained mechanics but if they are doing something which is not demanded from them by the management they cannot claim higher wages for that. It would be open to the Colliery to consider such questions in the interest of efficiency but as the case has been placed before me I do not think that merely by the fact, that they are mechanics, they will be entitled to categorisation in class VI. The evidence led by the workmen does not show that they have been appointed as Mechanic-cum-Driver nor the management demands the work of a Mechanic-cum-Driver from them. The evidence merely goes to show that they can repair minor faults.

8. The evidence led by the workmen, as already stated, stresses the fact that they have always been addressed as a dumper driver. In their arguments it was contended that the recruitment of the dumper driver is different from that a mere truck driver. A dumper driver must necessarily

know some mechanics to enable him to repair faults in a dumper. No attempt had been made to show that they are posted as skilled mechanical workers. The case has not been put forth that though they have merely been posted as drivers actual work that is being taken from them is of skilled mechanic-cum-driver. In the absence of any of the above hypothesis it would be difficult to hold that they are entitled to a better grade. There is absolutely no evidence to show that in the guise of the driver management had engaged skilled workmen who were adopted in mechanic and were in fact expected to do repairs along with their duties of driving vehicles. Nor is it the case of the workmen that it is only a highly skilled mechanic job that can operate a dumper or a tipper. In my opinion, this last theme had not rightly been adhered or pressed. After all faults do not generally occur but it could be only in exceptional case. As far as driving operating of a tipper or a dumper is concerned, as I have already indicated above, it does not mean any extra skill which would be more than an ordinary truck driver.

9. There is hardly any evidence to show that the management had in fact asked the above six men to do a work which necessarily involved the knowledge of mechanics. If that were the case probably some arguments would be needed that the workmen must be allowed the emoluments of the same grade which the workers are asked to do notwithstanding the nomenclature or the post which they are holding. Thus if in fact the management had asked the workmen to do such work which involved repairing and the mechanical knowledge the workmen could legitimately claim emoluments of a mechanic-cum-driver. To my mind, the evidence does not indicate that the management had at any time asked them to undertake such work. If the workmen have gratuitously been doing something which would not be proper to hold the management responsible for the work thus done. The evidence is clear that there is a mechanical wing which has duties enjoined on them to repairs the breakdown in the vehicles. In the absence of any evidence showing that the management had in fact put the above six men on a job which not only involved mechanical knowledge but also necessitated repairs in the normal course of working, it is not possible for me to hold that these workmen are entitled to a better grade.

ORDER

The third point that the above named six workmen are or are not entitled to be placed in category VI is answered against them. I hold that they are not entitled to be placed in category VI. In the circumstances of the case, there shall be no order as to costs.

K. K. DUBE, Presiding Officer.

[No. L-22011(4)/81-D.IV.B.]

A. K. SAHA MANDAL, Desk officer.

New Delhi, the 26th October, 1983

S.O. 4097.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Western Coalfields Limited, Pench Parasia, District Chhindwara (M. P.) and their workmen, which was received by the Central Government on the 12th October, 1983.

BEFORE JUSTICE SHRI K. K. DUBE. (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M. P.).

CASE NO. CGIT/LC(R)(47) OF 1982

PARTIES :

Employers in relation to the management of Western Coalfields Limited, Pench Area Parasia District Chhindwara (M.P.).

AND

Their workman (Ram Raksha) represented through The President, Chhindwara Zila Kowla Khan Karmachari Sangh P.W. Parasia.

APPEARANCES :

For Management.—Shri P. S. Nair, Advocate.

For Workman.—Shri S. S. Sharma.

INDUSTRY : Coalmines. DISTRICT : Chhindwara (M.P.).

AWARD

Dated : 30th September, 1983

The Central Government in exercise of its powers under section 10 of the Industrial Disputes Act, 1947 vide Notification No. 220212(13)/82-D. IV(B), dated the 9th July, 1982 referred the following question for adjudication :—

“Whether the action of the management of Western Coalfields Limited, Pench Area in relation to their Rawanwara Colliery in reducing the wages of Shri Ram Raksha, Tub Loader from Rs. 24.14 P to Rs. 16.35 P, with effect from the 1st April, 1981 when he was regularised as a trammer is justified? If not, to what relief the workman is entitled?”

2. The workman Ram Raksha was employed as a Tub Loader in No. 11, 12 Incline of Rawanwara Colliery, P. O. Parasia, in the Pench East Sub Area of Western Coalfields Ltd., Pench Area. A Tub Loader was classified in the category of piece-rated workmen and Ram Raksha was paid minimum wages of Rs. 24.14 P per day. It is not in dispute that in the year 1978 the Management needed Trammers and Ram Raksha started doing the work of a Trammer. Though he was doing the work of a Trammer, he continued to get the same old wages i.e. Rs. 24.14 P per day which he used to get as Tub Loader. He continued to work as Trammer during the years 1978, 1979 and 1980. In the year 1980 he had put in more than 190 days attendances as a Trammer. The Management therefore, regularised him as a Trammer in Category III with effect from 1st April, 1981. The Management, however, reduced his wages now from Rs. 24.14 P to Rs. 16.35 per day. The wages were reduced substantially though he now became a regular workman.

3. According to the Management, Ram Raksha had offered to work as a Trammer. There was a shortage of Trammers so when he was asked the option he agreed to work as Trammer. It is for this reason that he continued to be paid Rs. 24.14 P per day as his group wages. Ram Kaksha specifically pleaded that his consent was not taken when he was asked to do the work of a Trammer. The Management did not give any notice of change as required under section 9-A of the Industrial Disputes Act. Since his enrolments were not effected, he did not very much bother what work was being taken from him. When he was regularised as a Trammer his option was not taken and therefore his wages could not be reduced to his detriment. He also cited two instances when some of the workmen on being regularised, were paid the same wages, they used to receive as piece-rated workers. The Management's case is that the job of Trammer is much easier, time rated, and people prefer to be Trammer to the job of Tub Loader. There are chances of promotion from the job of Trammer, whereas promotion avenues are closed to a Tub Loader. It has been the demand of the Union that the recruitment of time-rated workers should be from those working as Tub Loaders. The Management had come to an agreement with the Union regarding this and issued the following instruction pertaining to recruitment of Trammers on any time-rated job in the Colliery :—

“It was agreed that in the event of recruitment of workmen for Hazari job such tub-loaders who are not in a position to perform the duty of tub-loaders because of physical incapacity would be taken and the consequent vacancy of tub loaders would be filled from amongst the DPRs and the vacancy resulting therefrom would be abolished.”

The Management, therefore, contends that it was at the request of the workman that he had been transferred to the Trammer's job. Since the workman opted to work as a Trammer on a consideration of better prospects in future, the question of notice under section 9-A did not arise. The wages of the employees of the Coal Industry are fixed

according to the recommendations of the Central Wage Board for Coal Mine Industry and subsequent agreement. The Management was paying correct wages to the Trammers according to these recommendations. When Ram Raksha was regularised as a Trammer, he could not claim more wages than what were permissible under Wage Board agreement. In short, the case of the Management is that the workman had himself opted for the time-rated job of a Trammer. The Management in good faith transferred him to a time-rated job and when he had put in an attendance of more than 190 days, he had to be regularised. Thereupon he started getting the wages of a Trammer as permissible under the agreement. The regularisation as a Trammer was according to the terms of Wage Board agreement and the rules. The workman in the rejoinder denied these allegations pleading that there was a shortage of Trammers due to large scale absenteeism in the Mines and the Management had, therefore, ordered him to do the job of a Trammer in contravention of the provisions of Section 9-A of the Industrial Disputes Act. His wages could not be reduced on regularisation.

4. It would be seen from the above pleadings that the question for determination is whether the workman Ram Kaksha had opted to work as a Trammer which work was time-rated. Certainly, if he had agreed to do so, he would have impliedly agreed to do so on the same terms and wages which are paid to Trammers in the colliery according to the Wage Board recommendations. The parties have led evidence which I shall presently refer. It may be noted that there is nothing in writing to indicate that Ram Raksha had given his consent to be transferred as a Trammer. It is also true that a notice under Section 9-A had not been given. Further it is not in dispute that he had been paid Rs. 24.14 P per day even when he continued to work as a Trammer in years 1978, 1979 and 1980. If he were paid the group wages of the Tub Loader which he was getting before, there is no reason why he would complain or object. Normally he would not be keen to raise any dispute nor was it necessary. The Management's contention that he kept silent for the three years is not a circumstance in their favour.

5. In the years 1978, 1979 and 1980 he was not regularised yet he was paid the same old wages and not the wages of a Trammer. Since according to the Wage Board recommendations the wages for a Trammer were much less, it is difficult to see why should he be given more if he had opted. It is the settled principle that a workman is paid the wages of the work that he is asked to do. If he had agreed to do the work of a Trammer, it is reasonable to think that he would also agree to the wages payable to a Trammer, and the Management would not pay more than the wages of a Trammer. It would, however, be a different matter if the Management wanted him to do the work of a Trammer without his consent, for then they would have to pay him the wages where the workman did not suffer. The position after regularisation would be in no way different. It was incumbent upon the Management to have given the workman a notice and asked his consent whether he would prefer to work as a Trammer. Even on regularisation, if it was contemplated that his wages would be reduced, and it was necessary that the workman would be given the notice and his consent obtained.

6. The Management relies on Ex. M/1 and M/2. Ex. M/1 is a terms of the agreement with the Union whereby the Tub-Loaders were instructed to be taken on time-rated jobs including that of a Trammer. In terms of the clause M-1, it is only in cases where the workman had been incapacitated that such a worker applied to become a Trammer and this was expressly, at his request and with his consent. No such incapacity has been pointed out as necessitated absorption of Ram Kaksha as a Trammer in the present case this clause in terms will not be attracted. According to Ex. M/2, it was necessary that the workman applied for the time-rated job. His assent to accept the wages of the job which he was asked to do in the time-rated category had also to be taken in writing. It would be observed that in the instant case there is no writing evidencing willingness to work as Trammer nor the consent that he would accept lower wages of a Trammer. There was no application by Ram Kaksha much less any writing indicating to volunteer to work on lower wages of a Trammer. It may be argued that the willingness in writing was not mandatory. Since the agreement clause sought to operate to the advantage of the workman and if he had given his willingness orally, that should suffice. The question therefore, whether Ram Kaksha had given his consent orally may be examined.

In the instant case for the year 1978, 1979 and 1980 though he was working as a Trammer, he was getting the group wages of a Tub-Loader. Therefore, at least, he had not agreed that he would do the job of a Trammer on a lower rate. Ordinarily if he can be shown to have opted to work as Trammer surely he could not claim wages other than those of a Trammer. The above circumstance therefore militates against the inference that he opted to work as Trammer. The Management has produced the evidence of C.S. Tiwari, the Agent and the Superintendent of the Colliery concerned. According to him, Ram Raksha had voluntarily opted to work as a Trammer. He however, admits that Ram Raksha had been transferred to the job of a Trammer when he was not in the Colliery. Since, there is nothing in writing, his assertion that Ram Raksha had volunteered to work as a Trammer is not on the basis of his personal knowledge. He was not the suggestion that one Chakravarti had sent Ram Raksha to be taken as a Trammer because there had been shortage of the personnel of Trammers. Towari avoided to answer this and said that since Ram Raksha had been taken when he was not the agent, he would not know what transpired at that time. His assertion, therefore, has little force. He, however, went on to suggest that on one occasion, Ram Raksha was asked to go back as a Tub-Loader, but he did not do so. When asked as to what was the occasion for doing so, his answer has been that there was a shortage in the personnel of Tub-Loaders and therefore, the necessity. This explanation is far from being convincing. If Ram Raksha had given his consent and volunteered to become a Trammer, there is absolutely no reason why he would again be asked to go back as a Tub-Loader. Then what happens to the shortage in the Trammer's job of the mine? If the Management wanted that Ram Raksha should go, back to his job as a Tub-Loader, they could have easily given a notice indicating that if he does not go to his parent job, he would start getting the wages of a Trammer. Absence of any such notice or any such attending circumstances further go to show that Management had asked Ram Raksha to work as a Trammer on the same wages which he was getting before. The evidence of C.S. Tiwari is wholly unconvincing on this point. I am inclined to believe the evidence of Ram Raksha when he said that it was at the behest of the Management that he had started working as a Trammer and, therefore, he has been paid the same wages as he was getting as a Tub Loader.

I have then to examine another position, namely, what happens on regularisation when the Management had put in the requisite attendance of more than 190 days for underground workers. Whether on regularisation, the Management could reduce the wages as they have done on the ground that according to the Wage Board agreement, the wages to be paid to a Trammer were Rs. 16.35 P. per day. It would be wholly incongruous if on regularisation the Management is permitted to reduce the wages. Regularisation of the job is to the benefit of the workman and not to his detriment. If the Management had wanted that the

wages should be reduced, it was incumbent on them to have given the notice to the workman and his opinion sought. If the workman had no right to remain on the job of a Trammer, he could be sent back as a Tub-Loader. Our regularisation, the only material change in his condition of service would be that his term of appointment would not be precarious as in the case of a temporary hand which change could be for his benefit. On regularisation the wages could not be reduced to the detriment of the workman. In any case, in the circumstances, an option ought to have been given to the workman, and the reduction could not be unilaterally done by the Management.

To sum up, at first it was necessary that the Management ought to have taken in writing from the workman when they had transferred him to Trammer's job, then it was necessary that his assent obtained in writing that he would be paid the lesser wages of a Trammer if he so opted. There is no evidence that Ram Raksha had orally given any such consent. He had been asked to work as a Trammer at the orders of the Management and therefore they were paying him the same wages of a Tub-Loader he was getting before. This had been necessitated because there was a shortage of the personnel of the Trammers. On regularisation as a Trammer in the time-rated category of job, Ram Raksha's wages could not be reduced. Implicitly, he had agreed to do the job of a Trammer on the wages as he was getting before. And therefore, the same rates had to be continued on regularisation. There is no evidence that he had been incapacitated and therefore, he would request the Management to give him an easier job which his health would warrant.

A plea was raised in the writing statement that the Union raising the dispute had no membership and the dispute pertaining to reduction in Ram Raksha's wages was a personal dispute. There is no substance in this argument. The evidence led clearly indicates that the Union raising the dispute had a substantial membership. Moreover, the dispute raised by Ram Raksha cannot be said to be personal as it involves a question of principle which such a Union was competent to raise.

I, therefore, give the award as under :—

- (1) Ram Raksha would be entitled to the same wages which he was getting as a Tub-Loader on regularisation.
- (2) The arrears of wages would be paid to him.
- (3) He would be entitled to Rs. 100 as costs.

K. K. DUBE, Presiding Officer
[No. L-22012/'83/82-D.IV(B/III(B))]

R. K. DAS, Under Secy.